

# The Solicitors Journal.

LONDON, JUNE 12, 1886.

## CURRENT TOPICS.

ALTHOUGH, according to the rule, the offices in the Royal Courts of Justice will be closed on Monday next, it will be seen by the vacation notice, which will be found in another column, that Mr. Justice A. L. SMITH will be prepared to take vacation business on that day. The courts having risen for the Whitsun Vacation, will not sit again until Tuesday, the 22nd inst.

THERE APPEAR to be at least three measures in reference to parliamentary elections which have a chance of passing before a General Election takes place; a Revising Barristers Bill, to continue the Revising Barristers Act, 1885 (48 & 49 Vict. c. 57), which expired at the end of the summer circuit of 1885; a Returning Officers Bill, which is already far advanced in committee; and a Police Enfranchisement Bill.

ALL CALCULATIONS of the date of the General Election, and specially as to the date of the meeting of the new Parliament, must be made with reference to the Act 15 & 16 Vict. c. 23, which provides that the time to be appointed by royal proclamation for the first meeting of Parliament after a dissolution thereof "may be any time not less than thirty-five days after the date of such proclamation." The earliest day for a dissolution has been stated to be the 24th of June, so that no new Parliament could meet before the 1st of August or get into working order before the autumn holidays. The writs will be despatched in the evening of the day on which the proclamation appears, and the Ballot Act, 1872, prescribes that the day of election (*i.e.*, of nomination) shall be, in counties, not later than the ninth day after the day on which the returning officer receives the writ, and in boroughs not later than the fourth day after that event. The day of polling, in case the election is contested, is to be "such day as the returning officer may appoint, not being, in the case of an election for a county, less than two nor more than six clear days, and in the case of an election for a borough, more than three clear days after the day fixed for the election."

EVEN THE GENIAL ATMOSPHERE of the Mansion House did not induce Lord COLERIDGE to forget his grievance against the Court of Appeal. In responding to the toast of the health of the judges, at the dinner given in their honour, on Wednesday, he remarked that his time was passed "partly in committing those mistakes which were firmly corrected by the serene intelligence of the superior tribunals." He added "that sometimes the judges of the High Court were unable to accept the reasons of those who corrected them—that they sometimes felt rather overruled than out-argued, convicted rather than convinced;" and he expressed an opinion that "the certainty of the law had not been increased by a system of appeals which twenty years ago would have been thought intolerable, and which deterred a great many men from venturing into the courts at all, because it necessarily told in favour of the long as opposed to the short purse." As there were five "serene intelligences" sitting with the speaker at the festive board, these remarks could hardly fail to be appreciated. The worst offender—the "serene intelligence" who, although he has gone a few circuits, was told the other day that he knew no more of the practice at *Nisi Prius* than men who had been called two days—was, however, unfortunately absent, but he will doubtless learn through the daily papers that the process of "differing totis

*viribus*" is not yet at an end. He may be comforted to ascertain from Lord COLERIDGE that, notwithstanding their little differences, "the judges of both courts heartily respected and esteemed one another," but, of course, it will be open to him to suggest that it is even more important that the public should respect the judges of the Court of Appeal, and that this result is not likely to be promoted by attacks upon that court such as Lord COLERIDGE has recently made.

THE ABSURDITY of the omission from the Agricultural Holdings Act, 1883, of the minimum limit to the size of the holding to which the Act applies, is shewn in the county court case which we extract, in another column, from the *Times*. The Act of 1875 was limited to holdings of two acres and upwards; but the Act of 1883 contains no such limit, but provides simply (section 54) that "nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and, as to the residue, pastoral, or in whole or in part cultivated as a market garden." According to the report of the case referred to, the action was brought against a yearly tenant to recover possession of a cottage and three roods of land held therewith. A half-year's notice to quit had been given, but it was contended that the "holding" being within the Act, a year's notice was necessary under section 33. The judge is reported to have decided that "as the land held with the cottage had been cultivated with a plough, it was within the Act, and that a year's notice to quit was necessary." The decision is startling, but we are by no means sure that it is wrong. It appears to depend on the question, What is "a holding" under the Act? This is defined by section 61 as being "any parcel of land held by a tenant." Here, again, we have a variation from the definition in the Act of 1875, under which "holding" includes all land held by the same tenant of the same landlord for the same term under the same contract of tenancy." We presume that the judge must have considered that the land, apart from the cottage, constituted a "holding" within the Act of 1883, and that there was, therefore, a holding by the tenant which was "wholly agricultural." We do not see that the fact of the land having been ploughed is material, for the term "agricultural" appears to be intended to include gardens—see schedule 1, which includes among the improvements, in respect of which compensation is allowed under the Act, "the making of gardens." If so, the result will be that every cottager with a garden has a "holding" under the Act.

IN COMMENTING recently upon the Marriage Act just passed, which allows the solemnization of marriages between eight a.m. and three p.m., we called attention to the discrepancy existing between the statute and canon law, and suggested that the canon law should be altered, and the hours brought into harmony with the statute. It appears that the Bishop of Lichfield has been requested to alter the hours in the marriage licences, but has refused to do so "until the canon law is altered by Convocation so as to bring it into harmony with the statute law." Upon this Mr. CARVELL WILLIAMS proposes to interpellate the Home Secretary as to "whether any inconvenience has resulted from the fact that the canon has not been altered; and whether, if the Bishop of Lichfield is acting illegally in refusing to afford facilities for marriages in accordance with the Marriage Act, 1886, steps will be taken to give effect in the diocese of Lichfield to the intentions of the Legislature?" It is remarkable that the canon law only extends to marriage by licence, whereas the statute law extends to marriage by banns as well, so that no alteration of the 62nd canon would be required as far as marriage by banns is concerned. With regard to marriage by licence, canon 62, which prohibits the solemnization after noon, is still theoretically in force,

though, by the recent Act, no spiritual person is liable to penalties for disregarding it; but, as we pointed out, this is a very different thing from obliging spiritual persons to disregard it. We do not think that the Bishop of Lichfield has acted contrary to law. There is an obligation to publish banns and to marry after publication of banns, and, perhaps, also to marry on the production of a licence properly authenticated and under proper conditions, though this has been doubted (see *Davis v. Black*, 1 Q. B. 900), but there is no obligation upon the ordinary to grant a licence, much less to grant a licence extending to particular hours. The scheme of our marriage law, ecclesiastical as well as civil, is that spiritual persons will be sufficiently induced to solemnize marriages by the fees which they are allowed to take, and the provisions on the subject are directed against irregular solemnizations, and not towards enforcing solemnizations to which no objection can be taken.

THE VIEWS, as to the registration of deeds of arrangement between debtors and their creditors, expressed by a deputation from the Associated Chambers of Commerce which a few months ago waited upon the President of the Board of Trade, have been embodied in a Bill which has been prepared and presented to Parliament by Mr. DRINGTON and Mr. COLMAN. This Bill proposes to provide that deeds of arrangement shall be void unless registered as therein provided within seven clear days after execution "by the debtor or a creditor," or, if executed out of England, within the like period after the deed would be received in England in the ordinary course of post if posted immediately after execution. "A deed of arrangement" under the Bill is interpreted to "include any of the following instruments, whether under seal or not, executed for the benefit of creditors otherwise than in pursuance of the law for the time being in force relating to bankruptcy—that is to say (a.) an assignment; (b.) a deed of composition; and also, in cases where the creditors obtain control over the property or business of a debtor (c.) a deed of inspectorship entered into for the purpose of carrying on or winding up a business; (d.) a letter of license authorizing a debtor or other person to manage, carry on, realize, or dispose of a business with a view to the payment of debts; and (e.) any agreement or instrument having the like effect." The mode of registration provided by the Bill is, that a true copy of the deed, and of every schedule or inventory thereto, shall be presented to, and filed with, the registrar (who is to be any one of the masters of the Queen's Bench Division) within seven clear days after execution "in like manner as a bill of sale given by way of security for the payment of money is now required to be filed), together with an affidavit of the time of such execution, and a description of the residence and occupation of the debtor"; and the original deed duly stamped is required to be produced to the registrar on registration. There are also provisions for the keeping of a proper register in which are to be entered the dates of the deed and registration, names, addresses, and descriptions of the parties thereto, and a short statement of the nature and effect of the deed; for the rectification of the register in certain events; for the issuing out of office copies to any person requiring them; for the inspection by any person of the register and registered deeds; for the registration in local county courts of abstracts of the deeds, to be transmitted to the registrars of such courts by the registrar of deeds of arrangement; and empowering the making of rules for the purposes of the Act. It will be seen that the Bill proposes simply to raise additional obstacles to the carrying out of arrangements between debtors and their creditors with a view to making such arrangements public, but does not offer or suggest one single advantage to be given to the creditors and parties personally interested. This is a principle which, as we have frequently said, we believe to be entirely mistaken, and opposed to the interests of the commercial community. In our opinion it would be much wiser to invite registration by offering some compensating advantage, such as that a small dissenting minority should be thereby bound to the provisions of the arrangement if *prima facie* reasonable. If an Act on the lines of the present Bill should become law, instead of a desire to take advantage of its provisions, we shall find a determined feeling to evade it by every possible means. Probably many more cases would be driven into bankruptcy as the result of such a law, and no doubt such a result would be gratifying to the bankruptcy

officials of the Board of Trade; but it is for creditors who now favour the carrying of private arrangements, and whose consent alone allows them to be carried in any case under the present law, to say whether they will view such a result with equanimity. Of course, in the present condition of political matters, there is no chance of the Bill being passed during the present session, but there is every reason to expect that it will re-appear in a future one.

## MORTGAGEES' COSTS.

It is stated in Seton on Decrees (4th ed., p. 1059) that "both in foreclosure and redemption actions the mortgagee is entitled to the costs of suit, and also to all costs properly incurred by him in reference to the mortgaged property, for its protection or preservation, recovery of the mortgaged money, or otherwise relating to questions between him and the mortgagor, and to add the amount to the sum due to him on his security for principal and interest." An interesting example of the application of this rule is afforded by the recent case of the *National Provincial Bank of England v. Games* (L. R. 31 Ch. D. 582), in which certain costs which had been disallowed by the taxing master were brought, first, before the late Mr. Justice Pearson, and then before the Court of Appeal, in each case with different results. The final judgment of the Court of Appeal, however, goes far to remove all doubt on the subject, and shews how far the rule quoted above is to be taken in the mortgagee's favour.

The facts were briefly as follow:—In 1879 G. made an equitable mortgage, by deposit of deeds, to the bank to secure the balance due to it from him, and the accompanying memorandum included an agreement that he would, upon request, execute to the bank a mortgage of his interest in the lands comprised in the deeds. As a further security, H., as surety, gave a promissory note for part of the balance due from G. to the bank. Subsequently the bank sought to protect itself in various ways. On the 6th of May, 1882, it obtained judgment in the Queen's Bench Division for the balance due from G. to the extent of £1,640, together with costs, which were taxed at £8. It then contemplated an action against the surety H., but, after some correspondence, this course was abandoned, owing to her circumstances being such that nothing could be recovered from her. In 1883 the bank wished to turn its equitable mortgage into a legal one, and deeds were prepared and tendered to the mortgagor for execution. This, however, he refused. Thereupon an action for foreclosure was commenced, and, upon G.'s bankruptcy, was continued against his trustee. A consent order was taken, by which the trustee was to pay £548 to the bank, together with its costs of the action, including therein any charges and expenses properly incurred by the bank, as mortgagee, subsequently to the 6th of May, 1882. A bill of costs was then brought in which raised the various questions now under discussion. It referred to the various steps taken above—viz., the costs of the action in the Queen's Bench Division, the correspondence about the promissory note given by H., and the attempt to get a legal mortgage. Under the last head, again, there were charges for investigating the mortgagor's title, for preparing the mortgage deeds, and for correspondence about them with the mortgagor. We may reduce the whole to two points—viz., attempts to obtain payment of the mortgage debt and attempts to strengthen the mortgagee's title. We will take them separately.

As to attempts to obtain payment of the money, the case establishes the rule that the costs of these will be allowed in any case where the result would be to exonerate the mortgaged property, although the action be not brought upon the mortgage, or even against the mortgagor. It is sufficient if it be brought for a debt which is also secured by the mortgage. As to this the cases had been conflicting, but the earliest decision has prevailed. It was that of *Ellison v. Wright* (3 Russ. 458), in 1827, which is stated very shortly in the report:—"On a bill for redemption the Master of the Rolls gave to the defendant, the mortgagee, the costs of an action which he had brought against a person who had joined the mortgagor as surety in a bond for the mortgage money, the fruit of the action being lost by the insolvency of the surety; and his honour stated the principle to be that the mortgagee was entitled to be allowed, in account against the mortgagor, all



expenses properly incurred for the recovery of the mortgage money." This decision was differed from in *Lewis v. John* (9 Sim. 366), decided in 1838. In that case there was first a bond and then an equitable mortgage. After the mortgagor's death the mortgagee brought an action on the bond against his administratrix which produced nothing. He then filed a bill to have the land, the subject of the mortgage, sold, but his attempt to tack the costs of the previous action on to his mortgage debt was defeated, on the ground that costs of an action against the executrix for money due out of the mortgagor's personal estate could not be thrown upon the devisees of the real estate. It will be seen that, in principle, the present case overrules *Lewis v. John*, and decides that, whether the action be against the mortgagor or his representatives or whether it be against another person liable with him, in either case it is to be regarded as a proceeding taken for the recovery of the mortgage money, and so the costs may be thrown upon the mortgaged property. Lord Justice Cotton expressly states that the rule as laid down in *Seton* is justified by the authorities. As a matter of fact, the costs of the action in the Queen's Bench Division were disallowed, but solely on the ground that the consent order in the foreclosure action only gave costs incurred subsequently to the 6th of May, 1882, the date of the judgment in the Queen's Bench action. The costs of the correspondence with H. were, of course, allowed.

Next, as to attempts to strengthen the mortgagee's title. The peculiarity here is, that the proceedings were not taken for the purpose of protecting or preserving the property itself, but to strengthen the title of the mortgagee by making him the legal owner. If, then, these costs are to come within the terms of the rule in *Seton*, it must be under the words: "or otherwise relating to questions between him and the mortgagor." We begin with a dictum of Lord Eldon's in *Detillin v. Gale* (7 Ves. 583) in 1802. This was a redemption action, and the judgment states: "The owner coming to deliver the estate from that incumbrance he himself put upon it, the person having that pledge is not to be put to expense with regard to that; and, so long as he acts reasonably as mortgagee, to that extent he ought to be indemnified." This rule was taken up and amplified in *Dryden v. Frost* (3 My. & Cr. 670) in 1838, where Lord Cottenham expressed it in these terms: "The court, in settling the account between a mortgagor and mortgagee, will give to the latter all that his contract, or the legal or equitable consequences of it, entitle him to receive, and all the costs properly incurred in ascertaining or defending such rights, whether at law or in equity." He then goes on to explain that Lord Eldon's phrase as to acting reasonably must mean "reasonably with respect to such rights as his mortgage title gives him." Now, it was argued in the recent case that Lord Eldon's dictum refers only to acts done for the benefit of the property between the mortgagee and third parties, and does not apply to dealings between the mortgagor and mortgagee. This contention, however, was decisively rejected by the Court of Appeal in the recent case. They held that the mortgagee acts reasonably when he attempts to enforce his rights under the mortgage contract, whether against the mortgagor or a third person. We have, therefore, only to ascertain what those rights were. It is to be noticed that, in the present case, there was an express agreement that the mortgagor would execute a legal mortgage. It is doubtful, however, whether this adds anything to the argument, for, in *Pryce v. Bury* (3 Drew. 41), Vice-Chancellor Kindersley said that this was implied in an equitable mortgage by deposit: "By the deposit, the mortgagor contracts that his interest shall be liable to the debt, and that he will make such conveyance or assurance as may be necessary to vest his interest in the mortgagee." However this may be, the mortgagee in the recent case having an express right to call for a legal transfer, the only question was as to whether he could throw the whole costs of this upon the mortgagor. In *Pryce v. Bury* a distinction was drawn between a surrender of copyholds, in which the necessary steps must be taken by the mortgagor, and a conveyance of freeholds, in which it is the duty of the mortgagee to prepare the draft conveyance, get it engrossed and stamped, and tender it to the mortgagor for execution. Vice-Chancellor Kindersley decided that, in the case of copyholds, the mortgagor must pay the costs of effecting the transfer; but he implied that, in the case of freeholds, the mortgagee must pay his own costs of preparing, engrossing, and stamping the mortgage deed, and of tendering it for execution to the

mortgagor. This distinction was adopted in the recent case by Mr. Justice Pearson, who consequently disallowed the mortgagee's costs of preparing the mortgage deeds. These distinctions were swept away by the Court of Appeal. They held that the costs of preparing the legal mortgage of freeholds were costs properly incurred in attempting to enforce the rights given by the mortgage contract, and allowed "the charges and expenses properly incurred in, or in reference to, the preparation of the drafts," including the costs of such inspection of the title deeds as was necessary for that purpose.

It remains, however, to be noticed that these rights must not be enlarged in the mortgagee's favour. The mortgagor did not contract to give a good title, but only to transfer such interest as he himself had. When, therefore, the mortgagee, before preparing the legal mortgages, investigated the title, so as to see if it was a good one, this was a step not warranted by his contract rights. The utmost he could require, at all events until a sale under his power became necessary, was such an inspection of the deeds as would shew him how to draw the mortgage deeds, and only the costs of such an inspection were allowed.

This decision has very much simplified the position of an equitable mortgagee, and, indeed, of all mortgagees, with regard to costs. It is now clearly settled that the mortgagee will be allowed all costs of attempting to realize a debt which is secured by mortgage, although the proceedings are not taken under the mortgage, and, indeed, not against the mortgagor at all, but against a person jointly liable with him. This is the construction the case gives to the expression in the rule, "the recovery of the mortgage money." It includes all proceedings by which the mortgaged estate will be exonerated. Again, an equitable mortgagee who has contracted to have a legal mortgage on demand, can throw upon the mortgagor all the costs properly incurred in completing his title by obtaining a legal mortgage. But he will not obtain the costs of investigating the mortgagor's title after the equitable mortgage and before the legal mortgage is executed, except in so far as is necessary to enable him to prepare the requisite draft; all he is entitled to require is a legal mortgage of such estate and interest as the mortgagor may possess.

## THE EVIDENCE TAKEN BY THE CHANCERY CHAMBERS COMMITTEE.

### I.

ONLY twelve witnesses were examined before the Lord Chancellor's committee whose report we commented on last week. Four of these witnesses are solicitors practising in London, two are solicitors practising the one in Liverpool and the other in Manchester, two are chief clerks of chancery judges, one is a chancery registrar, one a taxing master, one an official of the Central Office, and one a chancery judge.

With regard to the balloting for the purpose of marking writs for the several judges the evidence (220-2) goes to shew that it has increased the work in the chambers of one of the judges, but, by so doing, has caused a decrease of work in other chambers; that in course of time the work will be gradually equalized; that the officers having charge of the ballot (299) are very vigilant not to depart from the rota, and that it is fair if not departed from (309). The gentleman who is responsible for the present scheme of rotation, and for the way in which it is carried out, explains (696) how writs are marked in rotation, and how solicitors' clerks sometimes express a wish (712) to go before a certain judge, and say, "Can you tell me who is in the ballot and who is out?" and receive the answer, "I can tell you nothing, for I do not know"; and how one young gentleman handed in a writ and, not getting it marked for the judge he required, immediately handed in a second writ, which was marked for the same judge (729). He also says (747) there are six ballot-boxes, one for each division of the Central Office. Apart from the fact that solicitors desire to engage particular counsel, there appears to be no particular inconvenience (1003-4) in this system of ballot. By one witness the system is thought good (1217), while another (1558) would defer assigning the cause or matter to a particular judge until after it is set down for hearing. The district registrars do not see the advantage of the system because (1934) you cannot move for your injunction in the country. Mr. Justice Chitty says (2092) he does not see that there would be any advantage in assigning actions to particular judges at a later stage than the issue of the writ; a certain amount of chancery business consists of injunction actions which get disposed of on motion. Upon the whole the

evidence is in favour of retaining the present system of ballot, with some modifications which would provide one ballot-box instead of six, and so reduce the risk of improper and unwarranted deviations from the rota.

The subject of the appointment of a new judge of the Chancery Division appears to have been a foregone conclusion with the committee, very few of the witnesses being asked questions on the subject, but those who had an opportunity of expressing an opinion were unanimous in favour of the appointment. One gentleman of great experience thinks, if another judge were appointed (1304), it would tend to obviate the evil of breaking off in the hearing of a cause; and in answer to the question how he would meet the difficulties arising from delays, says (1260): "I do not think we have enough judges"; and Mr. Justice Chitty (2143) expresses a similar opinion.

The question when an action or matter should be assigned to a particular judge—i.e., whether before or after judgment—is intimately connected with the cognate question whether each chief clerk should be attached to a particular judge; and on these two points, taken together, some decided opinions are expressed. The first evidence on this point is given by Mr. Clarke in answer to a question (83), Is it or is it not an advantage that the subsequent meeting should be before the same chief clerk who had the first meeting? And the answer is, "Yes, undoubtedly; because, of course, the chief clerk makes his notes as the case goes on, and he knows the whole case, and, even if he does not remember it all, a glance at his notes helps him to take it up exactly at the point where he left off. If it went before another chief clerk (84), the want of those notes would occasion delay; this (85) applies to the whole work. I have no doubt whatever (89) that, where any case goes on in chambers which has to be the subject of successive appointments, it is an advantage to have those successive appointments taken before the same chief clerk, and this applies especially (90) to cases of wards of court and administrations. I think it would be inconvenient (277-9), and cause delay, for one chief clerk to take up a matter begun by another chief clerk." Mr. Hawkins is strongly in favour (407) of the present system of one judge hearing all the applications connected with the causes attached to him; and (408) he makes no distinction in that between interlocutory matters which arise before the hearing and which the chief clerks do in order to carry out or work out a decree, because (439-46) the chief clerk sees all the facts connected with the case, and it saves a great deal of time that he should know what has gone before; he has read the claim and he has read part of the evidence, and the evidence of kinship or of heirship, and the directions for sale, and the like, all hinge the one upon the other. In short, the knowledge which he has acquired by experience in that matter assists him upon every subsequent occasion. He thinks it is an advantage, also, that the judge in whose court the cause is should have the thing worked out in his own chambers. This does not apply so much in interlocutory applications before judgment, but it does apply, because in chancery suit there are so many interlocutory applications, such as the settlement of interrogatories, and the like, which shew the judge a good deal of the case, and sometimes shew the motives of the parties, which knowledge is useful to him. Mr. Hollams says (953) he thinks a difficulty would arise, under the present system of a judge having his own chief clerks, if he were to hear applications from other chambers before the hearing. Should the work so increase that one judge should be obliged to devote five or six hours a week to his chambers, he should have thought (1016) it would be better to let each judge take a day a week in his own chambers than mixing all the work together and making a chancery judge sit to take the work from the other courts, and there is a great advantage (1017) in any case which has been once before him coming before him again. It is a fact (1061) that, owing to the changes that take place amongst the judges, the business before one judge is constantly transferred to another judge, and he knows one instance (1062) in which it caused very great difficulty. Supposing there is a question of discovery, and a party is wishing to evade discovery; you get an order against him to make discovery, and you get an answer, and you have to go back to the judge again to ask that he may put in a further answer; (1152) it is a great advantage for the same judge to hear the same case throughout. "No doubt, if the judge dies, or for some reason or other he cannot hear the case, that is an evil which must be put up with; otherwise, if you could have the same judge, I do see an advantage in it." "I think (1212) it is an advantage for any individual to finish an entire piece of work." Another witness (Mr. Francis), says (1220), "The advantage I should like to insist upon is the keeping of the cause to one judge right away from the beginning to the end. I do not like anything which would sever the continuity which at present exists between the judge and his chief clerk. If an action were allotted to a chief clerk instead of to a judge I do not think (1238) it would be a good system because it would destroy the identity between a judge and his chief clerk, and I think that would introduce very great mischiefs in all probability. I would, however, distinguish somewhat (1309) between applications before trial and those after trial. I think (1321) the same judge

should work out the decree. I do not think that cases could be heard in chambers *de die in diem* except (1446) by giving a staff to another judge, or by adding a new chief clerk to the chambers all round." Mr. Rawle (1476) thinks it is desirable that a chief clerk should be attached to a particular judge, and (1556) that causes should be assigned to a particular judge. "I think (1557) the advantage of not assigning the causes until the hearing would be that, up to that time, all the adjourned summonses would go to the judge, whoever he was, sitting in chambers for the day; the plan of the judges seeing their own decrees worked out in their own chambers is very good." Mr. Ryland, a witness of equal, or perhaps greater, experience (1682) thinks it would be a useful plan for abstract work—by this meaning work not in a consecutive suit—that there should be one judge in chambers every day, and all day if there was enough to occupy him; "but in an infant's suit, or in a heavy administration suit, where a judge has once had seisin of it, I think it better that he should go on with it, because he can take the thing up where he left it, whereas with a fresh judge you would want to begin again; but, with respect to any abstract proposition, one judge may deal with it as satisfactorily as another." Leaving out ward's cases, which stand upon a different footing altogether, he sees no reason (1683) why the same judge should always hear every application in one cause. In most cases they come before the judge in an isolated way, and (1684) any judge might decide them; but after decree he thinks (1685) it better to leave it to the same judge, though before decree he cannot conceive any reason for confining it to the same judge. In a similar strain, Mr. Justice Chitty (2078) thinks that any question which arises with regard to carrying out a decree in a cause ought to be referred to the judge who has heard the cause. This is important if it can be observed, "but I attribute more importance to the same judge working out all accounts and inquiries, with the assistance of his chief clerks at his side, than I do to the preliminary matter. It is important to have the preliminary matter before the same judge, but not of the same importance." He attaches more importance (2079) to the same chief clerk working out a decree than to its being the same judge who made the decree, but it is better, if it can be done, that there should be the same judge conducting the cause from beginning to end, and the same judge should (2080) go on with the cause in chambers; "I believe (2094) that men act best under one head, whatever may be the occupation or pursuit or profession. The chief clerks have a feeling of great loyalty to their judges, and, I believe myself—of course, this is my private opinion—that people act better when under the control of one man than when under the control of two or three. That accords with my general experience. Besides this, my chief clerks (and I have no reason to suppose that it is not the same with all the other judges) have the greatest facility in coming to me. It is not merely when I see them on those formal occasions which I have mentioned, whenever they want to see me I am always accessible, and frequently in the middle of the day and at four o'clock, on the rising of the court, I have a chief clerk waiting for me to know whether he may do this or that, and in all cases there is such an accord between the judges and the chief clerks that if you dissociated them and made the chief clerks into anything like independent officers I think you would do harm." The record which they keep is (2100) a complete note of everything which has happened before. He should not think it a good plan (2129) if one chief clerk had to make an appointment in a matter which had previously been before a different chief clerk. He should say that if a judge succeeds to a case which has been before another judge (2141, 2) he must give more time to it, because he is not possessed of the facts beforehand. Take the case of an administration where, probably, there are long suits instituted merely for the purpose of protecting an estate; you get a class of applications for repairs and improvements, and the presentation to an advowson, and so on. "To my mind, it is essential that the same judge should do it. One judge may have a different view as to what should be allowed for repairs and improvements. I do not say that each judge is not equally good, but it is essential, to my mind, that there should be one judge only, acting with some measure of discretion, because he acts upon a certain policy which may not be the best, but it is better than that there should be a varying policy. There are innumerable matters of discretion in which applications are made to me. You act upon a principle, and if this thing went from one judge to another, I think it would lead to inextricable confusion. The new judge would find that the other judge had done a certain thing, and he would not controvert it, whether it was a right expression of opinion or not. Besides that, the fresh judge might exercise a discretion in a manner totally inconsistent with what had been done by the other judge, and the affairs of liquidators or trustees would be thrown into great confusion, and there would be less certainty about matters."

There is no question that the tendency of all this evidence is to shew that the chief clerk should be attached to the judge, and that the judge should—at any rate after judgment, if not before—have cognizance or control in chambers of all applications in chambers



in such manner as that he may be enabled to know all circumstances and facts in the conduct of an action, so that, when each fresh application comes before him, he may not be compelled to "get up" the case afresh on every occasion.

## REVIEWS.

### INCOME TAX ACTS.

A GUIDE TO THE INCOME TAX ACTS FOR THE USE OF THE ENGLISH INCOME TAX PAYER. By ARTHUR M. ELLIS, Solicitor. SECOND EDITION. Stevens & Sons.

We are glad to find that our estimate of the value of this book has been indorsed by the unusually early demand for a new edition. There are few solicitors who will not find it advantageous to have at hand a careful, clear, and concise guide to the provisions of the twenty-four Acts (at least) which regulate the assessment and collection of the income tax; and we do not see how a better method could be found for such a guide than that which Mr. Ellis has adopted. In stating the legislative provisions he uses, as far as possible, the language of the Acts, but, by consolidating the provisions and arranging them under heads and sub-heads, he brings the confused mass into a perfectly orderly arrangement. The book, in fact, would form an excellent basis for the construction of a consolidating Income Tax Act. He also brings together the cases decided on the different provisions, and states them in connection with the enactments to which they relate; by the ingenious device of a second margin, avoiding the use of smaller type, and enabling the reader at once to ascertain whether what he is reading is the statement of the result of a decision or the provision of a statute. The effect of the cases is given tersely, but with sufficient detail. The decisions are gathered from Scotch as well as English reports, and include cases taken from a series of reports printed for the use of the Inland Revenue Office.

### MARINE INSURANCE.

A PRACTICAL TREATISE ON THE LAW OF MARINE INSURANCE. By RICHARD LOWNDSE, SECOND EDITION. Stevens & Sons.

The first edition of this book, in which the author "endeavoured to put, in a few words and as plain language as he could use, such matters relating to the law of marine insurance as he thought a merchant or shipowner ought either to know or have within easy reach," was published some five years ago. Essentially a work by a layman for laymen, it may be relied on as a safe guide for the lawyer (the proof-sheets of the first edition were revised by Mr. Cohen, Q.C.), being only deficient, from the pure lawyer's point of view, in omitting to support, by later authorities, the condemnation of earlier ones (see, for instance, the reference to *Shaw v. Felton* (2 East, 109) at p. 57, and to *Law v. Hollingsworth* (7 T. R. 180) at p. 96), and in providing a reference to one set of reports only. The feature of the present edition is an entirely new chapter on "Subrogation," which is good as far as it goes, and in which the author, after stating that the opinions of the most qualified judges appear to be divided, and that "the law and practice is not yet settled" on the question of entire or partial subrogation, does not sufficiently indicate what his own view of the law is, though he pronounces for partial subrogation as "fair and reasonable."

THE CONTRACT OF MARINE INSURANCE. By CHARLES MCARTHUR Stevens & Sons.

This book is an expansion of the second edition of the author's work on "The Policy of Marine Insurance." The basis taken for explanation is "the common form of Lloyd's policy, supplemented by the additional clause in general use," and the appendix contains a short but useful collection of forms. Each separate clause, and every separate phrase, such as "lost or not lost," is separately and carefully explained in a manner which renders reference easy, the leading cases only, as a rule, being treated, and the comments being essentially of a practical kind. A very learned disquisition on the derivation of the word "average" appears somewhat out of place, or might, at any rate, have been relegated to an appendix. Oddly enough, the author has omitted to mention that, from 1867 to 1881, Lloyd's policy was made a statutory form by 30 & 31 Vict. c. 23, which provided a form in schedule E., repealed by the Customs and Inland Revenue Act, 1881. In printing 30 & 31 Vict. c. 23 schedule E. is simply omitted, and we have no mention of its existence or of the reason for its repeal, though we find it stated in the introduction that "the diversity in the form of policies is productive of inconvenience."

### SALVAGE, TOWAGE, AND PILOTAGE.

THE LAW OF SALVAGE, TOWAGE, AND PILOTAGE. By HARRY NEWSON, Barrister-at-Law. W. Clowes & Sons (Limited).

This book presents a summary of three branches of Shipping Law conveniently grouped together, the statutes and cases being abstracted in the ordinary manner in the text, and the statutes following in an appendix. There is not much original writing, but the effect of the cases is neatly and carefully given, and reference is made to the many local, as well as to the general, statutes. In the table of cases references are supplied to all the current reports, but there is no table of statutes, nor cross-references from the text to the appendix. We have searched in vain for the important case of *Tenant v. Ellis* (29 W. R. 121), in which it was held that section 9 of the County Courts Admiralty Jurisdiction Act, 1868, depriving a successful plaintiff of his costs certified for, was inconsistent with, and impliedly repealed by, ord. 55, r. 1, now represented by R. S. C., 1883, LXV., 1.

## CORRESPONDENCE.

Ex parte BLANCHETT, Re KEELING (*ante*, p. 470).

[To the Editor of the Solicitors' Journal.]

Sir,—Having regard to the decision of the Court of Appeal in the above case, can any of your readers suggest a means by which an assignee of a judgment debt can enforce payment of the amount due under the judgment, where it is known that the debtor will not pay unless a bankruptcy petition be presented against him? How can the assignee compel the debtor to commit an act of bankruptcy?

A SUBSCRIBER.

[See the remarks, *ante*, p. 466.—ED. S.J.]

## CASES OF THE WEEK.

### COURT OF APPEAL.

OWNERS OF SHIP "NENUPHAR" v. OWNERS OF SHIP "ANNOT LYLE"—C. A. No. 1, 9th June.

PRACTICE—STAY OF PROCEEDINGS—ADMIRALTY CASE.

In this case the Court of Appeal had reversed the decision of Butt, J., in the court below, and the defendants had given notice of appeal to the House of Lords. This was an application by the defendants for a stay of proceedings pending the appeal. It was urged that, although the general rule was that an appeal does not operate as a stay, yet in an Admiralty case, where bail for the amount of the damages had been given, there was a general practice in the Court of Appeal to stay execution pending the appeal to the House of Lords. No special circumstances were alleged. It was not asked that execution for costs should be stayed. The Court (Lord Esher, M.R., Bowen and Fry, L.JJ.), in refusing the application, denied the existence of any such practice. They said there was an express rule that there should be no stay of execution except by order of the court. Admiralty appeals came under exactly the same rule as other appeals, and, unless special circumstances were shown, they should always refuse to deprive a successful litigant of the damages that he had recovered while the other side appealed. The case would be quite different if it was shown on affidavit that the damages, if paid over, would not be likely to be recovered if the decision was reversed on appeal.—COUNSEL, Sir W. G. F. Phillimore, Q.C.; Bucknill, Q.C. SOLICITORS, Cooper & Co.; Pritchard & Sons.

"THE XANTHO"—C. A. No. 1, 8th June.

SHIPPING—BILL OF LADING—PERILS OF THE SEA—COLLISION—LOSS OF CARGO—ONUS PROBANDI.

This was an action by the owners of the cargo shipped on board *The Xantho*, a ship belonging to the defendants, Thomas Wilson, Sons, & Co., to recover damages from the defendants for non-delivery of the cargo. The cargo was shipped at Cronstadt for Hull under bills of lading which were indorsed to the plaintiffs. *The Xantho* came into collision with another vessel on the voyage, and she and her cargo were lost. The excepted perils, so far as material, in the bill of lading were "dangers and accidents of the seas, rivers, and steam navigation of what nature and kind soever excepted." The action was brought in the Admiralty Division, and the plaintiffs, at the trial, called no witnesses, but simply put in the bill of lading; the non-delivery of the goods being admitted. It was also admitted that the goods were lost owing to the collision; but how the collision occurred, whether by negligence or otherwise, did not appear. The defendants called no evidence, and the plaintiffs contended that, upon this evidence, they were entitled to judgment. The defendants contended that, as soon as they had shown that the goods were lost by collision, they had, *prima facie*, brought the case within the excepted

perils, collision being, *primâ facie*, a "peril of the sea," and so a "danger and accident of the seas," and that, thereupon, the *onus* was shifted on to the plaintiffs of shewing that the collision was caused by the negligence of either ship, and, therefore, was not a peril of the sea, the Court of Appeal, in *Woodleigh v. Michell* (31 W. R. 651, L. R. 11 Q. B. D. 47), having decided that a collision caused by the negligence of either vessel, without the waves or wind or difficulty of navigation contributing to the accident, was not a "peril of the sea" within the terms of that exception in the bill of lading. Sir J. Hannen gave judgment for the plaintiffs. The Court of Appeal (Lord Esher, M.R., Bowen and Fry, L.JJ.) affirmed this judgment. Lord Esher, M.R., said that it was sufficient for the plaintiffs to put in the bill of lading and to shew that the goods had not been delivered. *Primâ facie* non-delivery of the goods involved negligence in the shipowner. It then devolved on the shipowner to shew that the goods were not delivered owing to the excepted perils. In a policy of insurance, as regards a loss by perils of the sea, the *causa proxima* was only to be considered, whereas in a bill of lading the real moving cause was to be looked at. Hence, though the shipowner brought himself within one of the excepted perils, if the real moving cause was negligence, the loss was caused by negligence and not by an excepted peril. That was the ground of the decision in *Woodleigh v. Michell*. Collision might be, and usually was, brought about by negligence. Therefore, a loss by collision was not, *primâ facie*, a loss by a peril of the sea. Hence, for the defendants merely to shew that the loss happened through collision was not to shew that it happened, *primâ facie*, by a peril of the sea, that was an excepted peril. The defendants gave no answer to the plaintiffs' *primâ facie* case, and so the judgment was right. Bowen and Fry, L.JJ., concurred.—COUNSEL, Sir C. Russell, A.G., Myburgh, Q.C., and F. W. Hollams; Sir W. Phillimore, and J. P. Aspinall. SOLICITORS, Hollams, Son, & Coward; Lowless & Co.

#### Re VICAT—C. A. No. 2, 7th June.

#### APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—RE-APPOINTMENT OF TRUSTEES ALREADY APPOINTED—TRUSTEE ACT, 1850.

The question in this case was whether, for the purpose of making a vesting order under the Trustee Act, the court would re-appoint trustees who had been already validly appointed under a power. A testator, who died in 1871, by his will gave real and personal estate to three persons as trustees, and the will contained a power of appointing new trustees in the event (*inter alia*) of a trustee becoming incapable to act in the trusts, the power being given to the continuing trustees or trustee. One of the trustees named in the will had died before the testator, and in 1884 another of the trustees became of unsound mind, though he was not so found by inquisition. In 1885 the third trustee executed a deed appointing two new trustees of the will in the place of the deceased and lunatic trustees. At this time the trust estate consisted of freehold estates, moneys invested on mortgages of freeholds and leaseholds, and stocks and shares of various companies. The deed contained a declaration by the continuing trustee (under section 34 of the Conveyancing Act, 1881) that the estate of himself and the lunatic in the freeholds should vest in himself and the new trustees. A petition was then presented (entitled in Lunacy and in the Chancery Division) by the three trustees and the beneficiaries, asking that the two new trustees might be re-appointed by the court as trustees of the will, and that the mortgaged properties might vest in them (subject to the equities of redemption), and also that the mortgage-moneys and the right to transfer the stocks and shares might vest in them. The decision of the Court of Appeal in *Re Pearson* (L. R. 5 Ch. D. 982) was relied on as an authority for re-appointing the new trustees. The Court (COTTON, LINDLEY, and LOPEZ, L.JJ.) refused to follow *Re Pearson*. They thought that the order made in that case to re-appoint trustees who had been already validly appointed must have been made *per incuriam*. The case was ordered to stand over, with liberty to amend the petition, with the view of considering whether it would not be possible to appoint some one to concur in conveying in the place of the lunatic trustee.—COUNSEL, Miller, Q.C., and J. E. Horne. SOLICITORS, W. Robinson & Son.

#### HIGH COURT OF JUSTICE.

#### BELL v. DENVIR—North, J., 4th June.

#### R. S. C., 1883, XLII., 9—CONDITIONAL JUDGMENT—EXECUTION—ACTION FOR SPECIFIC PERFORMANCE—ORDER FOR PAYMENT OF PURCHASE-MONEY ON DELIVERY OF DEEDS—TENDER AND REFUSAL.

The question in this case was as to the proper form of order to enforce a previous order for the payment of money by the defendant on the delivery of some deeds to him by the plaintiff, the plaintiff having tendered the deeds to the defendant, who had refused to accept them. The action was brought by a vendor to enforce the specific performance of a contract for the purchase of leasehold property. At the trial judgment was given for the specific performance of the contract, and an account was directed of what was due to the plaintiff for purchase-money, interest, and costs; and it was ordered that, on the execution by the plaintiff of an assignment of the property to the defendant, and the delivery of the assignment with the other title deeds by the plaintiff to the defendant, the defendant should pay to the plaintiff the amount found due by the chief clerk's certificate. The plaintiff executed the assignment, and tendered it, with the other deeds, to the defendant. The defendant refused to accept them, and the plaintiff then moved for leave to issue execution against the defendant for the sum which had been found due. NORTH, J., held that the proper course was for the plaintiff to deposit the deeds in court, and

made an order (which was not to be drawn up till after the deeds had been deposited) for the payment by the defendant of the amount found due within four days after the service of the order on him.—COUNSEL, Seddon, SOLICITORS, Wynne, Holme, & Wynne.

#### Re COMMERCIAL BANK OF SOUTH AUSTRALIA—North, J., 8th June.

#### COMPANY—WINDING UP—JURISDICTION—COMPANY CARRYING ON BUSINESS IN ENGLAND AND ABROAD—COSTS.

In this case there was a question as to the jurisdiction of the court to make an order to wind up a company which carried on business in England and abroad. The company was incorporated by an Act of the Legislature of South Australia, and was not registered in England. It carried on a banking business in Australia, where the chief office was, and in London, where there was a branch office. In February, 1886, the company suspended payment in both countries. There were many creditors and assets to a considerable amount in England, and some of the shareholders resided in England. On the 11th of March an English creditor presented a petition to wind up the company, and on the 12th of March a shareholder presented a similar petition. On the 16th of March, on the application of the second petitioner, Pearson, J., appointed an accountant in London and the London manager of the company joint provisional liquidators. The two petitions came on to be heard on the 27th of March, when they were ordered to stand over to the last petition day in the Easter Sittings, on the usual undertaking of the company not to consent to a winding-up order on any other petition, not to wind up voluntarily and to give the two petitioners notice of any other winding-up petition being served on them. The order appointing provisional liquidators was discharged, so far as regarded the accountant, and the London manager was continued as sole provisional liquidator, but his powers were expressly restricted to the taking possession of, collecting, and protecting the assets of the company, which he was not to distribute or part with without the order of the court, but leave to apply in chambers was given to him. The two petitions now came on again for hearing. In the meantime, a petition had been presented in Australia for the winding up of the company, and it was stated that a winding-up order had been made upon it, but it was not proved to the satisfaction of the court that any order had been made except one appointing provisional liquidators. NORTH, J., held that, even if a winding-up order had been made in Australia, there was jurisdiction to make a winding-up order here, and he accordingly made a winding-up order on the first petition. His lordship thought that the order which Pearson, J., had made implied the existence of jurisdiction. The question was whether creditors whose debts had been contracted in England ought to be left to recover them in the winding up in Australia, there being a large amount of assets here. If a winding-up order had been made there it had not been made until some time after the petitions had been presented here. He thought that the winding up here would be auxiliary to that in Australia, and, if he had the control of the proceedings here, he should take care that the two courts acted in concert, and should have regard to the interests of all the creditors and contributories, and should endeavour to keep down the expenses of the proceedings as much as possible. On the ground of convenience he thought it better that a winding-up order should be made here, the jurisdiction being, in his opinion, clear. But the liquidator ought not to act except under the special directions of the judge, save for the purpose of getting in the English assets and settling the list of English creditors. The order appointing the provisional liquidator would be continued, and when an official liquidator was appointed his powers would be limited in the same way, unless the circumstances should have altered. The order would be made on the first petition, but, as the second petition had benefited the creditors by procuring the appointment of provisional liquidators, the second petitioner would be allowed his costs out of the assets, but further proceedings on that petition would be stayed.—COUNSEL, Cozens-Hardy, Q.C., and C. G. Hyde; Napier Higgins, Q.C., and F. B. Palmer; Cookson, Q.C., and Stock; Giffard, Q.C., and Theobald; Northmore Lawrence; Gatty. SOLICITORS, Edwin Andrew; Munns & Longden; Hancock, Sharp, & Hales; Donithorne & Ever; Johnston, Farquhar, & Leech.

#### Re COWIN, COWIN v. GRAVETT—North, J., 9th June.

#### TITLE DEEDS—PRODUCTION—TRUSTEE AND CESTUI QUE TRUST.

The question in this case was as to the right of a *cestui que trust* to the production and inspection of title deeds relating to the trust estate, and in the possession of the trustees. The plaintiff was, under the will of a testator, as one of the children of the testator, entitled in reversion to an eighth share of the proceeds of sale of the testator's real and personal estate, the income of which was given to the testator's widow during her life or widowhood. The legal estate was in the trustees of the will. The will empowered the trustees to sell the real estate at any time, and directed that it should be sold before any distribution, and there was a declaration that, for the purposes of enjoyment and transmission under the trusts of the will, the real estate should be considered as money from the time of the testator's death. The plaintiff desired to raise some money by a mortgage of his reversionary interest, and requested the trustees to allow him or his solicitor to inspect the title deeds of the property. The trustees refused to allow the inspection of any documents anterior to the probate of the will, and the refusal was justified on the ground that an investigation of the title might shew that the testator had no title, or a defective title, to the property, and thereby a future sale by the trustees would be rendered difficult, and the *cestui que trust* seriously prejudiced. It was not alleged that there was, in fact, any defect in the title, and the trustees' solicitor deposed that he had not investigated or perused the



deeds. Some of the other beneficiaries had assigned their interests, and it was alleged that the assignees did not consent to the production of the deeds to the plaintiff or his solicitor. The plaintiff took out an originating summons to determine his right. It was contended that the cases relating to the production of title deeds by a legal tenant for life to a legal remainderman did not apply to a case in which a reversioner was only entitled to an interest in the proceeds of sale of real estate, the legal estate in which was in trustees, who held the deeds on behalf of all the persons beneficially interested, and it was urged that the right of a *cestui que trust* to production was, at any rate, limited to documents which had been prepared at the cost of the trust estate. NORTH, J., held that, under the circumstances, the plaintiff was entitled to the production and inspection of the deeds. He did not say that he was absolutely entitled as of right, but he had, as a *cestui que trust* and a beneficial owner of the property, a *prima facie* right to the production of the title deeds of the trust property by the trustees, unless the trustees could show some ground for withholding the production. *Gough v. Offley* (5 De G. & S. 653), *Bugden v. Tyles* (21 Beav. 545), and *Simpson v. Bathurst* (L. R. 5 Ch. 193, 202) were strong authorities in favour of the *prima facie* right. His lordship was of opinion that the assignees of the other reversioners had no right to object to the production. No case had been shown for withholding the production.—COUNSEL, *Covens-Hardy, Q.C., Philpotts, and W. Whately; Napier Higgins, Q.C., and H. Terrell. SOLICITORS, Mear & Fowler; Kingsford, Dorman, & Co.*

EMMERSON v. IND, COOPE, & CO.—Chitty, J., 5th and 7th June.  
PRACTICE—DISCOVERY—EJECTMENT ACTION—PURCHASE FOR VALUABLE CONSIDERATION—JUDICATURE ACT, 1873, s. 24, SUB-SECTION 2.

This was a summons by the plaintiff to compel the defendants to produce their title deeds. The action was one for the recovery of the possession of land, and production and delivery of title deeds. It appeared that the defendants had purchased the land from the heir-at-law of one Z. Emerson, who died in 1862. The heir-at-law died in 1882. The plaintiff's case was that, although Z. Emerson was supposed to have died intestate, a will had been discovered, under which the heir-at-law was tenant for life and the plaintiff legal devisee in remainder. The defendants (following the language of the affidavit in *Minet v. Morgan*, 21 W. R. 467, L. R. 8 Ch. 361) had filed an affidavit to the effect that the documents in their possession neither proved, nor tended to prove, the plaintiff's title, and claimed privilege, relying on *Phillips v. Phillips* (4 De G. F. & J. 208). CHITTY, J., said that, before the passing of the Judicature Acts, the plaintiff would have been compelled to have brought his action at law for ejectment and his bill in the courts of equity for discovery. His position, however, would have been that he would have been nonsuited in equity, for the old rule was that where an application was made to the auxiliary jurisdiction of the Court of Chancery for discovery, and the defendant pleaded that he was a *bona fide* purchaser for valuable consideration without notice, the court declined to assist the legal claim, the reason of the rule being that the court deemed the position of the defendant to be so meritorious as to render any interference of its own between him and the plaintiff unjustifiable. It therefore stood neutral. But there were some cases which were exceptions to that rule. They were cases where the Court of Chancery had concurrent jurisdiction with the courts of law. Such cases were few in number. In them—e.g., in a bill for dower or for titles (*Collins v. Archer*, 1 Russ. & M. 284, in *Phillips v. Phillips*, 4 De G. F. & J., at p. 217, is mistakenly spoke of as a case of a bill for fines)—the court undoubtedly did reject the defence of the purchaser for value without notice, thereby (as Chitty, J., remarked during the hearing) exhibiting in its system the anomaly of refusing to apply its own doctrine to cases within its own jurisdiction. These were the circumstances in which the present plaintiff would have found himself previous to the date of the Judicature Acts. Nor had those Acts altered his position. The Acts had not fused the two systems of law and equity, they had merely given, by a process of transfer, co-extensive jurisdiction to the courts of law and equity. The two systems yet remained distinct. Thus, in the Judicature Act, 1873, s. 24, sub-section 2, it was enacted that the courts respectively, and every judge thereof, shall give to every equitable defence such and the same effect by way of defence against the claim of the plaintiff as the Court of Chancery ought to have given if the same had been relied on by way of defence before the passing of the Act. The result was that, by the passing of the Judicature Acts, the defendant was in no worse, and the plaintiff was in no better, position. He must, therefore, refuse the plaintiff's application, and the ground of his decision was that, although there was but one action, yet there were two proceedings in the nature of claims, to each of which he was bound to give the same effect as before the date of the Judicature Acts, and that therefore he must allow this equitable defence to what in reality was an equitable claim.—COUNSEL, *Whitehorne, Q.C., and E. Ford; R. B. Haldane. SOLICITORS, John W. Sykes; Haynes & Clifton.*

CHRISTY v. VAN TROMP—Chitty, J., 3rd June.  
MORTGAGE—ORDER FOR SALE—PUSINE INCUMBRANCERS—CONDUCT OF SALE.  
In this case the question was whether, in an action for the enforcement of a mortgage security, where the first mortgagee has obtained an order for sale, the conduct of the sale should be given to him or the second mortgagee. It was submitted by the second mortgagee that he was interested in obtaining the best possible price, and he relied on *Woolley v. Coleman* (30 W. R. 769, L. R. 21 Ch. D. 169). His contention was supported by other incumbrancers of the equity of redemption. CHITTY,

J., said there was no general rule that the court would take away the conduct of the sale from the plaintiff, the first mortgagee, and give it to the second or third mortgagees on the ground that they were the most interested in obtaining the best possible price. The court exercised its discretion as to the conduct of the sale in each individual case, and according to the circumstances of each case, and he was certain that Lord Justice Fry, in *Woolley v. Coleman*, never intended to lay down any such rule as was contended by the second mortgagee. In the present case the reserve price would be sufficient to pay off all the mortgagees, and he, therefore, saw no reason for depriving the plaintiff of the conduct of the sale.—COUNSEL, *Romer, Q.C., and De Castro; Ince, Q.C., and A. & B. Terrell; E. Cutler and Ellis.*

LEWIS v. RAMSDALE—Stirling, J., 3rd and 4th June.  
POWER OF ATTORNEY—GENERAL WORDS DO NOT INCLUDE POWER TO MORTGAGE—FACTORS ACTS.

In this case a question arose whether, under a power of attorney given by the defendant to one C. W. Locke, the latter was authorized to mortgage the property of the defendant. It appeared that, in 1876, the defendant was about to leave England and reside abroad for some time; accordingly, on the 4th of May, 1876, he executed a power of attorney, whereby he appointed C. W. Locke his attorney for the purposes therein-after expressed—viz., to receive the rents and profits, and manage the lands, tenements, and hereditaments belonging to the defendant; to let and demise the same; to accept surrenders of leases, repair, rebuild, insure, distrain, sue for rent or breaches of covenant, "and generally to do all such acts or things in or about the management of the said hereditaments and premises, as my said attorney might do if he were the absolute owner thereof;" also to sue for, and demand all sums of money, debts, goods, and effects owing or payable to the defendant; to give receipts; to commence, carry on, and compromise actions; to sell and convert into money any goods, effects, and things belonging to the defendant; to enfranchise, partition, sell, or exchange lands; to appear for the defendant in any action commenced against him, and to defend such action or suffer judgment to be given against him; "and also to enter into, make, sign, seal, execute, deliver, acknowledge, and perform any contract, agreement, deed, writing, or thing that may, in the opinion of my said attorney, be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged, or performed for effectuating the purposes aforesaid or any of them, and for all or any of the purposes of these presents to use the name of me, the said James Ramsdale, and generally to do, execute, and perform any other act, deed, matter, or thing whatsoever which ought to be done, executed, or performed in or about my concerns, engagements, and business of every nature and kind whatsoever as fully and effectually to all intent and purposes as I myself could do if I myself were present and did the same in my proper person." By an indenture dated the 26th of January, 1877, and made between the defendant by C. W. Locke, his duly authorized attorney and agent, of the first part, C. W. Locke of the second part, and the plaintiff of the third part, it was agreed and declared that, in consideration of £300 advanced by the plaintiff to the defendant, certain shares and pictures should be deemed the sole property of the plaintiff, subject to a proviso for redemption. The defendant never received the £300, and denied that he had ever authorized C. W. Locke to raise money by mortgage. C. W. Locke subsequently absconded. This action was, accordingly, brought by the plaintiff to have it declared that he was a mortgagee of the shares and pictures, for an account, and judgment against the defendant for the amount found due. STIRLING, J., said that the power of attorney contained no special clause empowering Locke to mortgage the defendant's property; but it was suggested that the general words "and also to enter into, make, sign, seal, execute, deliver, acknowledge, and perform any contract, agreement, deed, writing, or thing" were sufficient to authorize Locke to create a mortgage. Those general words, however, could only be used for the purpose of enabling the attorney more effectually to carry out the purposes enumerated in the special clauses; and they could not enable him to do that which did not appear to be contemplated by the special clauses. He must, therefore, hold that Locke was not authorized by the power of attorney to effect the mortgage. Nor could it be said that such a mortgage was authorized by the Factors Acts; those Acts were only intended to apply to strictly mercantile transactions, and not to a transaction like the present. The action must, therefore, be dismissed with costs.—COUNSEL, *Barber, Q.C., and Mulligan; Warmington, Q.C., and Solomon. SOLICITORS, Smiles, Binyon, & Ollard; Keighley & Bevan.*

ROBINSON v. DAND—Q. B. Div., 8th June.  
ECCLESIASTICAL LAW—RESIGNATION OF BENEFICE—AMOUNT OF PENSION—ANNUAL VALUE—INCUMBRANTS' RESIGNATION ACT, 1871 (34 & 35 VICT. c. 41), s. 8.

This was an action by a former incumbent against the present holder of a benefice for arrears of a pension granted to the former by the commissioners appointed for that purpose by the bishop of the diocese under the provisions of the Incumbents' Resignation Act, 1871. At the time that pension had been assessed the value of the living was £1,359 7s. 9d. per annum, and the amount of the pension granted was £400 per annum, being, therefore, less than one-third of the net annual value allowed by section 8 of that Act. Owing to agricultural depression and the formation of part of the parish into a separate district chapelry, whereupon some of the revenues of the benefice were appropriated for the service of the newly-created chapelry, the value of the living had diminished to £1,105. The defendant contended that he was not

bound to pay to the plaintiff more than one-third of the value of the living in any one year. The Court (DAY and WILLS, JJ.) held that the plaintiff was entitled to the whole of the pension granted by the commissioners. DAY, J., said that the limit of one-third of the annual value of a living mentioned in section 8, was specified as the amount which the commissioners should not exceed at the time of the assessment, as the declaration by the bishop of the amount of the pension is to be the title deed of the retiring incumbent, and as no other sum but the allotted pension is referred to in any way as recoverable from the actual holder of the benefice. WILLS, J., concurred, and pointed out that, at any rate, no argument could be based upon the diminution of the revenues of the living by the creation of a separate district chapelry, as that had been done with the defendant's consent.—COUNSEL, *Asquith*; *A. Charles*, Q.C., and *Barrgrave Deane*. SOLICITORS, *Robinson, Preston, & Stow*; *Nelson, Morgan, & Gemmell*.

#### STEWART v. HUNT—Q. B. D., 4th June.

##### CONFLICT OF JURISDICTION—ARRESTMENT OF DEBT BY SCOTCH COURT.

The plaintiffs, a Scotch house carrying on business at Glasgow and at Newcastle, and the defendant, carrying on business at Cardiff, were mutually indebted. The defendant was also indebted to Grant & Co., another Scotch house carrying on business at Glasgow. Grant & Co. obtained two orders from the Scotch court arresting the debt owing from the plaintiffs to the defendant. First, a warrant of arrest was issued, merely *ad fundandam jurisdictionem*, during the currency of which the plaintiffs might safely have paid the defendant; but no notice of this was given to the defendant. Three weeks later letters of arrestment were issued, which operated as an attachment of the debt. Notice of this was given to the defendant. Judgment in the action was given for the defendant for £80, and on his proceeding to levy execution on the plaintiffs' goods at Newcastle, the plaintiffs applied for a stay of execution, on the ground that they could not pay the defendant without disregarding the order of the Scotch court, and that if they were forced to pay they would probably have to pay the same debt a second time to Grant & Co. A district registrar and a judge at chambers had refused to stay execution. The Court (LORD COLERIDGE, C.J., and BOWEN, L.J.) dismissed the appeal. They said there was no ground for the application, either *ex comitate gentium* or *ex debito iustitie*. No authority was shown that such an interference had ever taken place, and it could not be that the plaintiffs would have to pay twice; for they would not be disregarding the order of the Scotch court, because the power to obey would be taken out of their hands by the English sheriff. The money was admittedly owing to the defendant, and there was no reason why it should not be paid. Further, the effect of staying execution would be to give Grant & Co. an advantage which they would not have if they lived in England.—COUNSEL, *Rolland*; *Ashton Cross*. SOLICITORS, *Reader & Hicks*; *Wooler*.

#### GIBBS v. BARROW—Q. B. D. (Grantham, J., at chambers), 9th June.

COST:—REFRESHERS—R. S. C., 1883, LXV., 27 (48).

The case was tried at Bristol Winter Assizes, 1886, and occupied on the first day two and a-half hours, and on the second day four hours, and was concluded on the second day, verdict for defendant. Master Kaye, on taxing defendant's costs, allowed refreshers of five guineas to leading counsel, and three guineas to junior counsel. Plaintiff appealed. GRANTHAM, J. (after consultation with another learned judge), dismissed the appeal, but without costs, and held that, notwithstanding any doubt raised by the wording of the rule, the principle on which it should be applied is that, where the trial of a case occupies more than five hours on a first and subsequent day and any further substantial period beyond five hours, a refresher should be allowed in respect of such further period, although it may not extend to an additional five hours.

[We are asked to place on record the following decision, reported in the *Daily Telegraph* of the 10th of March last:—]

#### REG. v. THE LORD MAYOR OF LONDON—Q. B. D. (Mathew and A. L. Smith, JJ.), 9th March.

The proceedings in this case, which questioned the jurisdiction of the Lord Mayor's Court, arose out of the following circumstances:—A traveller for Messrs. Nadin & Jones, warehousemen, of St. Paul's-alley, in the City, took an order of a customer in West Hartlepool, and the goods were afterwards delivered in that town. When the price of the goods—£7 3s.—was asked for, the customer wrote:—"I am sorry to ask you for another week before I can send your account. We are having business so very dull down here that it is very difficult to get in accounts." An action was brought in the Lord Mayor's Court for the £7 3s.; and the question was now raised whether the City Court should be prohibited from further proceeding in the matter, upon the ground that it had no jurisdiction, the whole cause of action having arisen outside the City. In support of this contention it was said that the action was for the price of goods which were ordered, and were also delivered at West Hartlepool. On the other hand, it was contended that the receipt of the defendant's letter in the City gave a cause of action there. MATHEW, J., said he was of opinion that the rule should be discharged. It was perfectly clear to him, having regard to the decision and to the terms of the Lord Mayor's Court Act, that there was enough to stop prohibition, if any part of the cause of action arose within the City, when the claim was for under £50. Here the defendant wrote to the City, acknowledging the debt, and promising payment, and this was the clearest evidence of an "account

stated" within the City. This gave jurisdiction to the Lord Mayor's Court, and it would be monstrous if, under the circumstances, the plaintiffs should be compelled to go to West Hartlepool to sue for their £7 3s. The rule for a prohibition was discharged.—COUNSEL, *Denny*; *Bisell Hopkins*.

#### BANKRUPTCY CASES.

Re MCHENRY—C. A. No. 1, 5th June.

BANKRUPTCY—APPEAL—DEPOSIT—POWER TO INCREASE AMOUNT OF DEPOSIT—SPECIAL CIRCUMSTANCES—APPEAL BY BANKRUPT—R. S. C., 1883, LVIII., 15—BANKRUPTCY RULES, 1870, RR. 145, 146—BANKRUPTCY RULES, 1883, R. 113

This was an application for the increase of the deposit which had been paid upon the entering of a bankruptcy appeal. The proceedings had been commenced by the filing of a liquidation petition under the Bankruptcy Act, 1869. Great delay had taken place, and, ultimately, the debtor was adjudicated a bankrupt under the power given to the court by sub-section 12 of section 125 of that Act. At the first meeting of the creditors under the bankruptcy, three proofs for large amounts were tendered by three creditors respectively, and were admitted by the registrar, who was acting as chairman of the meeting. Two persons were proposed and chosen as trustees of the bankrupt's property, the three creditors voting for them. The bankrupt afterwards moved to rescind the decision of the registrar admitting the three proofs, and asked that a new first meeting might be directed to be summoned. The registrar dismissed the motion, and ordered the bankrupt to pay the costs of the three creditors and the trustees. The bankrupt gave notice of appeal, and, on entering the appeal, he paid a deposit of £20. Each of the three creditors and the trustees gave a separate notice of motion for an increase of the deposit. Rule 145 of the Bankruptcy Rules, 1870, provided that, "at or before the time of entering an appeal, the party intending to appeal shall deposit with the registrar of appeals such sum, not being less than £10, and not exceeding £40, as the court appealed from shall direct, to satisfy, so far as the same may extend, any costs that the appellant may be ordered to pay, and, in the absence of any such direction, the sum deposited shall be £20." Rule 146 provided that "where there are several respondents in separate interests the court may, if it shall think fit, direct a separate deposit to be made as to every such respondent." In *Ex parte Isaacs* (L. R. 9 Ch. D. 271, 22 SOLICITORS' JOURNAL, 683) the Court of Appeal, in the year 1878, ordered that the deposit which had been paid on entering a bankruptcy appeal under the Act of 1869 should be increased from £20 to £70. Rule 113 of the Bankruptcy Rules, 1883, provides that, "at or before the time of entering an appeal, the party intending to appeal shall lodge in the High Court the sum of £20, to satisfy, so far as the same may extend, any costs that the appellant may be ordered to pay. Provided that the Court of Appeal may, in special cases, increase or diminish the amount of such security or dispense therewith." In the present case the bankrupt had carried on a prolonged litigation with the three creditors in relation to their claims, and had been in every case unsuccessful. This fact was relied on as a special circumstance justifying an increase of the deposit, and it was also contended that the fact that the appellant was a bankrupt and that he had no estate, was a ground for requiring a larger deposit. It was, moreover, urged that the case of each of the three creditors was independent of the cases of the others, and that each of them would be entitled, if successful, to separate costs. The Court (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) ordered that the bankrupt should deposit a further sum of £100. They would not decide whether the mere fact that the appellant was a bankrupt would be a special circumstance calling for an increase of the deposit. But they held that the protracted and unsuccessful litigation which the bankrupt had carried on constituted a special circumstance. They reserved the question how the deposit was to be apportioned among the respondents.—COUNSEL, *Pollard*; *Sidney Woolf*; *Dauney*; *Winslow*, Q.C.; *Cooper Willis*, Q.C., and *Herbert Reed*. SOLICITORS, *Freshfields & Williams*; *Munns & Longden*; *Edwin Andrew*; *G. S. & H. Brandon*.

#### CASES AFFECTING SOLICITORS.

Re HUTCHINSON, HUTCHINSON v. NORWOOD—North, J., 4th June.

SOLICITOR—LIEN ON PAPERS—ACTION ON BEHALF OF INFANT—CHANGE OF NEXT FRIEND AND OF SOLICITOR.

In this case a question arose as to a solicitor's lien on papers on the change of the next friend of an infant plaintiff. The action was brought on behalf of infants, by a next friend, for the administration of the estate of their grandfather. The next friend who commenced the action did so with the sanction of the father of the infants. The father afterwards died, having, by his will, appointed his wife (the mother of the plaintiffs) sole guardian of his children, and, on her application, Pearson, J. (L. R. 31 Ch. D. 297, ante, p. 109), removed the original next friend and substituted the widow for him as next friend in the action. The widow then changed the solicitor for the plaintiffs. A summons was taken out on behalf of the plaintiffs asking that the late solicitor for the plaintiffs should deliver up on oath to the new solicitor all documents in their possession belonging to the plaintiffs and relating to the action, to be held by the new solicitor subject to the lien of the old solicitor for costs. In opposition to the application it was urged that, inasmuch as the infant plaintiffs were not personally liable for costs to the former solicitors, but



the solicitors could only look to the original next friend for the payment of their costs, the solicitors' lien ought not in any way to be interfered with. And it was contended that the decision of Fry, J., in *In re Boughton* (L. R. 23 Ch. D. 169, 27 SOLICITORS' JOURNAL, 347) was inconsistent with the general course of authority. NORTH, J., ordered that the former solicitors of the plaintiffs should make (on oath if required) a list of documents belonging to the plaintiffs and relating to the action which were in their possession, and should deliver to the new solicitor from time to time such of those documents as he might require for the prosecution of the action. And his lordship directed an immediate taxation of the costs of the former solicitors, but this was not to interfere with the immediate operation of the order for the delivery over of the documents. The documents, when delivered over to the new solicitor, were to be held by him subject to the lien of the old solicitors.—COUNSEL, *Cosens-Hardy*, Q.C., and *Stallard*; *Cookson*, Q.C., and *Grosvenor Woods*. SOLICITORS, *W. S. James*; *G. S. & H. Brandon*.

Re ARTHUR STUART PENNINGTON (SOLICITOR)—  
Q. B. D., 8th June.

#### APPLICATION TO STRIKE OFF ROLL.

In this case *R. T. Reid*, who appeared on behalf of the Incorporated Law Society, said there had been an order for substituted service, and that order had been complied with, and he had an affidavit upon the subject. There are three cases against this gentleman. The first was that he was acting as a solicitor for two persons of the name of Whittaker; that he prepared two original leases of the same plot of land, and then mortgaged the land twice over, in one case acting as solicitor also for the mortgagee. The second charge was that a person named Macqueen was asked by the solicitor to advance £300 on certain property, and, being pressed to do so, he gave the £300 to the solicitor, took a receipt for the money, and had never been able to get either security or the money back again. The money was given to be invested upon particular property. The third was a case in which the solicitor obtained from a Mr. Oldman also a sum of £300 for investment, but which was spent by the solicitor for his own purposes, and he gave a promissory note to Mr. Oldman which he failed to meet, and he only paid £10 on account of that. Those were the three charges, and the evidence was that he has left his place of business, and no one knew where he was to be found.

MANISTY, J.—Is there any affidavit on the other side?

*R. T. Reid*.—None whatever that I know of. He has not appeared, and those are the facts. I ought to state, in regard to the first charge, which, if one may distinguish among such charges, is perhaps the most serious of all, that he mortgaged twice over the same property, there is an affidavit of Mr. Winder and Mr. Finney—paragraph 17—to the effect that they sent for him and requested him to explain the matter. He attended during several interviews, and admitted there were two leases of the 3rd of April, 1883, of the same plot of ground, and two mortgages thereon, and the original lease, which is marked B., and which I have here, was held by Ellen Mather Holden and Hannah Holden, and the lease marked A., held by Walsh, was only a stamped copy, having been executed and attested on the 4th of March, 1884, though dated the 3rd of April, 1883. The lease was the 3rd of April, 1883, and on the 4th of March, 1884, another lease is signed, executed, stamped, and attested.

MANISTY, J.—There is no doubt what we ought to do. The only point is whether or not the order should lie in the office for a time.

*R. T. Reid*.—On former occasions in my later experience, in one court where Mr. Justice Mathew was one of the judges, they ordered it to lie for a week. Perhaps that would be convenient here.

MANISTY, J.—Yes, I think that will do. Order, that he be struck off the rolls, but not drawn up for a week.

MATHEW, J.—And information should be sent at once to the place where substituted service was served.

*R. T. Reid*.—Certainly, that shall be sent at once.

Re JOSEPH BASSITT (SOLICITOR)—Q. B. D., 4th June.

The following judgment was delivered in this case:—Lord COLERIDGE, C.J., said:—We think it is very right this case has been investigated. The graver charge, which, I must observe, owing to the solicitor's own fault, was found against him on the former occasion, appears now to have been substantially got rid of. It appears there is considerable evidence that he did not fraudulently appropriate to his own use altogether this sum of £300, and the other circumstances upon which Mr. Houghton has insisted, and to which Mr. Reid has agreed, are important in considering the conduct of the solicitor altogether—namely, that he paid £207 before the Law Society moved in the matter, although not without pressure from somebody else, and that, since the strong action the Law Society have taken, he has paid the remaining £93, and interest, as I understand, upon the whole sum. That is to be taken into account. I cannot but see, however, that it was not seriously contended by Mr. Houghton—or, at least, there is no evidence to justify him in seriously contending—that, at all events, for eighteen months, there was a considerable sum of money belonging to a client in the hands of this gentleman; that he paid interest upon it; that he never invested it; and that he never told his client what he was doing with it. Now we know that is one of the commonest forms of fraud by which solicitors sometimes ruin, and oftentimes injure, their clients. They profess to invest money; they use it for their own purposes; they pay the confiding client the interest that would be due if the money really were invested; the vigilance of the

client is set at rest—thrown asleep—by the action of the solicitor himself; and then advantage is taken of the confidence created by the act of the solicitor accordingly to injure the client. But for pressure, and, as I have said, but for the strong action of the Law Society, to a great extent that would have been the case here. It is impossible, as it seems to me, however long this gentleman may have been upon the roll, and however well he may have conducted himself hitherto, to say that is not loose and improper conduct, and we both concur in the sentence which I am about to pronounce. I have not made a general statement of the facts, but we think, under the circumstances I have detailed, we must suspend this gentleman from practising his profession until the 1st of November. He can then begin the new year with a fresh certificate. He must pay the costs of these proceedings. That is a condition precedent to his taking out his certificate. BOWEN, L.J., concurred.

#### COUNTY COURTS.

MARCH.

(Before JUDGE PRICE.)

June 8.—*Godfrey v. Jacobs*.

Agricultural Holdings Act, 1883, s. 54.

This was an action to recover possession of a cottage and three roods of land of the annual value of £11, brought by Mr. Godfrey against a yearly tenant named Jacobs. It was admitted by Mr. Wise, solicitor, who appeared for the defendant, that a six months' notice to quit had been given, but it was contended that a twelve months' notice to quit was necessary, as the holding was within the terms of the Agricultural Holdings Act, 1883, being an agricultural holding, some portion of the land having been ploughed previous to sowing a crop.

Dr. Cooper, barrister, who represented the plaintiff, contended that the holding was exempt by reason of the 54th section, which enacts that nothing in this Act shall apply to a holding that is not wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral. The holding in this case was certainly not wholly agricultural, for the tenant held the house and the land; and the definition of a holding was any parcel of land held by a tenant, and could not apply to land attached to a cottage, as the house and land was one holding. If the Act was held to apply it would include all houses to which a garden was attached.

His Honour, however, ruled that, as the land held with the cottage had been cultivated with a plough, it was within the Act, and that a year's notice to quit was necessary. He gave judgment for the defendant and refused leave to appeal.—*Times*.

#### OBITUARY.

MR. THOMAS WILLIAMS.

Mr. Thomas Williams, solicitor (of the firm of Williams & Lewis), of Merthyr Tydvil, died on the 24th ult. from erysipelas. Mr. Williams was born in 1839. He was admitted a solicitor in 1861, having served his articles with Messrs. Morgan & Smith, of Merthyr Tydvil, and he had ever since practised at that place. He had been for many years associated in partnership with Mr. Rowland Lewis. He was over twenty years deputy coroner for the Northern Division of Glamorganshire, and in 1883 he was elected coroner for the division without opposition. He was also clerk to the Merthyr Tydvil Local Board. Mr. Williams was married to the daughter of Dr. Leigh, of Llanvabon, and he leaves eight children. He was buried at Cefn on the 28th ult.

MR. EDWARD CARLILE WILLOUGHBY.

Mr. Edward Carlile Willoughby, barrister, died at his residence, 4, Bedford-square, from congestion of the lungs, on the 29th ult. Mr. Willoughby was the eldest son of Mr. Benjamin Edward Willoughby, solicitor, of Clifford's-inn, and was born in 1835. He was educated at Oriel College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1858, and he practised on the South Eastern Circuit and at the Sussex and Brighton Sessions. He had a considerable criminal business in Sussex, and he was a revising barrister for that county.

MR. CHRISTOPHER TEMPLE.

Mr. Christopher Temple, barrister, formerly a judge of the Supreme Court of Ceylon, died at his residence, 11, Gloucester-terrace, Hyde Park, on the 23rd ult., at the age of seventy-six. Mr. Temple was the eldest son of Mr. Christopher Temple, Q.C., many years a judge of county courts and chancellor of the County Palatine of Durham, and he was a brother of Mr. Leofric Temple, Q.C. He was born in 1810, and he was educated at Magdalen College, Cambridge. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1836. He practised for many years in Ceylon, and he was for some time Deputy Queen's Advocate for that island. In 1856 he was appointed a puisne judge of the Supreme Court, and he filled that office till 1872, when he retired on a pension. Mr. Temple was married in 1840 to the eldest daughter of Mr. George Bolton Mainwaring.

## SOCIETIES.

## LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on the 3rd inst.—the following being present:—viz., Mr. Boodle, chairman, and Messrs. Clabon, Collisson, Dod, Cronin, Desborough, jun., Lucas, Hedger, Sawtell, Styant, Sidney Smith, Hine-Haycock, T. D. Bolton, Whitehead, and A. B. Carpenter, secretary—grants of £1,315 were made to the widows and families of thirty-one members, and £175 to the widows and daughters of fifteen non-members. One new member was elected, and the ordinary general business was transacted.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. Edwin Hedger in the chair. The other directors present were:—Messrs. W. Beriah Brook, J. M. Clabon, Samuel Harris (Leicester), Henry Roscoe, H. S. Styant, W. Melmoth Walters, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £311 was distributed in grants of relief, nine new members were admitted to the association, and other general business was transacted.

## LEGAL APPOINTMENTS.

Mr. JOHN CHARLES FEINAIGLE BARFIELD, solicitor, of 72, Finsbury-pavement and New Southgate, has been appointed Solicitor to the Rowland Hill Permanent Building Society. Mr. Barfield was admitted a solicitor in 1877.

Mr. THOMAS LLANWARNE, solicitor, of Hereford, has been appointed a Magistrate for that city. Mr. Llanwarne was admitted a solicitor in 1859. He is coroner for the Hereford district of Herefordshire, superintendent-registrar, and clerk to the county magistrates, and clerk to the Hereford and Dore Boards of Guardians, and the Wellington, Longtown, and Allensmore School Boards.

Mr. VINCENT HENRY STALLON, solicitor, of Sheerness, has been appointed Deputy-Registrar of the Sheerness County Court (Circuit No. 48). Mr. Stallon was admitted a solicitor in 1875. He is clerk to the Sheerness Local Board.

Mr. ALEXANDER JOHNSON, solicitor, of Liverpool, has been appointed a Commissioner to administer Oaths in the Chancery Court of the County Palatine of Lancashire.

Mr. PERCY JOHN HIBBERT, barrister, has been appointed an Inspector to the Local Government Board. Mr. Hibbert is the only son of Mr. John Thomas Hibbert, M.P., secretary to the Admiralty, and was born in 1851. He was educated at St. John's College, Cambridge, and he was called to the bar at the Inner Temple in May, 1878. He was private secretary to his father when secretary to the Local Government, and he has been a Poor Law Auditor since 1882.

Mr. JOHN GWYNNE JAMES, solicitor (of the firm of James & Bodenham), of Hereford, has been appointed a Magistrate for that city. Mr. James is the son of Mr. Philip Turner James, of Hereford, and elder brother of Sir Henry James. He was admitted a solicitor in 1845, and he is clerk to the Commissioners of Taxes. His partner, Mr. Frederick Bodenham, is clerk of the peace for the city of Hereford.

Mr. JOSHUA ROWNTREE, solicitor (of the firm of Drawbridge & Rowntree), of Scarborough, has been appointed a Magistrate for that borough. Mr. Rowntree is mayor of Scarborough for the present year. He was admitted a solicitor in 1866. His partner, Mr. William Drawbridge, is official receiver in bankruptcy for the Scarborough district.

Mr. JAMES ANSTIE, Q.C., commissioner of charities, has been elected a Bencher of Lincoln's Inn.

Mr. CLIFFORD WYNDHAM HOLGATE, barrister, has been appointed Resident Legal Secretary to the Bishop of Salisbury. Mr. Holgate was educated at Brasenose College, Oxford. He was called to the bar at Lincoln's Inn in May, 1886.

## NEW ORDERS, &amp;c.

## HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1886.

Mr. Justice A. L. Smith will be vacation judge on the following days:—Saturday, June 12; Monday, June 14; Tuesday, June 15; Wednesday, June 16; Thursday, June 17.

His lordship will sit in the Queen's Bench Judges' Chambers on Tuesday, June 15, at 11 o'clock.

On those days when his lordship will not be sitting in chambers papers in urgent matters may be sent by post, addressed:—

The Hon. Mr. Justice A. L. SMITH,  
40, Cadogan-square, S.W.

Mr. Justice Mathew will be vacation judge from Friday the 18th to Monday the 21st of June, both days inclusive. Papers in any urgent matters may be sent to his lordship by post, addressed 46, Queen's-gate-gardens, S.W.

Mr. Justice Mathew will sit in the Queen's Bench Judges' Chambers on Monday, June 21, at 11 o'clock.

## LEGAL NEWS.

It is stated that, in the event of a dissolution occurring before all the private Bills have been disposed of, they will be suspended and revived next session by special order at the same stage which they have reached in the present Parliament.

The members of the North-Eastern Circuit have invited Mr. Edge to a dinner in celebration of his recent appointment as Chief Justice of Allahabad. The dinner will take place at the Trafalgar Hotel, Greenwich, on Wednesday, the 23rd inst. Members of the Northern Circuit are also invited to attend.

The *Albany Law Journal* says that "The General Term of the Supreme Court of this State, in the Third Department, have denied Miss Kate Stoneman's application for admission to the bar. Miss Stoneman, the court said, was 'well qualified for admission,' except that her sex was against her. . . . A recent newspaper item states that forty-eight women have been admitted to the bar in the United States, who are engaged in the practice of the profession, or in the work connected with it. The first admission was in Iowa in 1869."

In the House of Commons, on the 7th inst., Mr. Whitley asked the Attorney-General whether the Government intended to bring in any Bill to carry out the recommendations in the report of Lord Esher's Committee as to distribution of business in the Chancery Division. The Attorney-General: The greater part of the recommendations can be carried out by rules and arrangements among the judges themselves. Steps have already been taken in that direction. The Lord Chancellor will consider whether any further legislation is necessary.

In replying to the toast of his health at the Lord Mayor's dinner to the judges, on Wednesday, the Lord Chancellor said that he was reminded by the presence in London of so many colonial visitors of the desire which there was to draw the colonies into closer connection with the mother country, by a scheme of colonial federation. Sympathizing with that object, he might point out that there was a bond between this country and the colonies which was sometimes lost sight of, but which was more real and substantial than people were apt to imagine. It was connected with the administration of justice. The ultimate court of appeal for all the colonies was one and the same—namely, the Judicial Committee of the Privy Council. It was a court about which many knew very little. It administered justice in a rather obscure quarter, and was very seldom visited by the outside world. Nevertheless, it was regarded by many of our colonies with feelings of regard and admiration. A distinguished Canadian had told him that the French Canadians were devoted admirers of the Judicial Committee of the Privy Council, because they found that, in cases which necessitated an examination into the peculiar system of French law prevailing in Canada, the decisions of that tribunal, although it might be from their point of view, were highly satisfactory. They had, in short, perfect confidence in the Privy Council as an ultimate court of appeal, and he felt sure that, as long as justice should continue to be administered by it with impartiality and discrimination, the colonies would retain their respect for it, and thus it would be a real bond of union between them and us.

## COURT PAPERS.

## THE SUMMER ASSIZES.

OXFORD CIRCUIT (Lord Coleridge, C.J.)—Reading, Saturday, June 26; Oxford, Wednesday, June 30; Worcester, Saturday, July 3; Gloucester, Friday, July 9; Monmouth, Thursday, July 15; Hereford, Wednesday, July 21; Shrewsbury, Saturday, July 24; Stafford, Thursday, July 29; Birmingham, Monday, August 2. The Lord Chief Justice will proceed alone until Stafford is reached, when he will be joined by Mr. Justice Day. After the business at Stafford is over his lordship will return to town, while Mr. Justice Day will go on to Birmingham, where he will be joined by Mr. Justice Wills.

NORTH WALES (Grove, J.)—Newtown, Thursday, July 8; Dolgelly, Monday, July 12; Carnarvon, Thursday, July 15; Beaumaris, Monday, July 19; Ruthin, Thursday, July 22; Mold, Saturday, July 24; Chester, Monday, July 26; Swansea, Monday, August 2.

SOUTH WALES (Mathew, J.)—Haverfordwest, Friday, July 9; Cardigan, Tuesday, July 13; Carmarthen, Friday, July 16; Brecon, Tuesday, July 20; Presteign, Friday, July 23; Chester, Monday, July 26; Swansea, Monday, August 2.

MIDLAND (Stephen, J.)—Aylesbury, Wednesday, June 23; Bedford, Friday, June 25; Northampton, Tuesday, June 29; Leicester, Friday, July 2; Oakham, Thursday, July 8; Nottingham, Friday, July 9; Lincoln, Friday, July 16; Derby, Wednesday, July 21; Warwick, Wednesday, July 28; Birmingham, Monday, August 2. Mr. Justice



Stephen will proceed alone as far as Warwick, after which he will return to town.

**SOUTH-EASTERN (Pollock, B.)—Huntingdon, Monday, July 5; Cambridge, Wednesday, July 7; Bury, Saturday, July 10; Norwich, Friday, July 16; Chelmsford, Friday, July 23; Hertford, Thursday, July 29; Lewes, Monday, August 2.**

**HOME (Manisty, J.)—Maidstone, Saturday, July 10; Guildford, Saturday, July 17.**

**WESTERN (Hawkins and Manisty, J.J.)—Salisbury, Friday, July 9; Dorchester, Tuesday, July 13; Wells, Friday, July 16; Bodmin, Tuesday, July 20; Exeter, Saturday, July 24; Bristol, Saturday, July 31; Winchester, Saturday, August 7. Mr. Justice Hawkins will proceed alone as far as Exeter, where he will be joined by Mr. Justice Manisty.**

**NORTHERN (Cave and A. L. Smith J.J.)—Appleby, Monday, July 5; Carlisle, Wednesday, July 7; Lancaster, Monday, July 12; Manchester, Wednesday, July 14; Liverpool, Tuesday, July 27. One judge only will go to the first three places.**

**NORTH-EASTERN (Huddleston, B., and Grantham, J.)—Newcastle, Monday, July 5; Durham, Saturday, July 17; York, Saturday, July 24; Leeds, Saturday, July 31.**

## COMPANIES.

### WINDING-UP NOTICES.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**BROOKFIELD RUBBER COMPANY, LIMITED.**—Chitty, J., has, by an order dated May 10, appointed Charles Lee Nichols, 1, Queen Victoria st, to be official liquidator. Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 16 at 11, is appointed for hearing and adjudicating upon the debts and claims.

**GREAT HOLWAY LEAD COMPANY, LIMITED.**—Petition for winding up, presented May 27, directed to be heard before Bacon, V.C. on Friday, June 11. Cooper and Shield, Essex st, Strand, solicitors for the petitioner.

**NEW CITY CONSTITUTIONAL CLUB COMPANY, LIMITED.**—Kay, J., has, by an order dated April 21, appointed Henry Spain, 76, Coleman st, to be official liquidator.

**SAINT HELEN'S COAL AND CLAY COMPANY, LIMITED.**—By an order made by Kay, J., dated May 24, it was ordered that the company be wound up. Kerly and Co, Gt Winchester st, solicitors for the petitioner.

[Gazette, June 4.]

**CARTAGO, LIMITED.**—Kay, J., has fixed Monday, June 21, at his chambers, for the appointment of an official liquidator.

**GIONA SULPHUR COMPANY, LIMITED.**—Chitty, J., has, by an order dated Apr 17, appointed Ernest Cooper, 14, George st, Mansion House, to be official liquidator.

**LA PLATA MINING AND SMELTING COMPANY, LIMITED.**—Petition for winding up, presented June 8, directed to be heard before Chitty, J., on June 28. Ellis and Co, St Swithin's lane, solicitors for the petitioner.

**PLUMPTON COUSING COMPANY, LIMITED.**—Kay, J., has, by an order dated May 28, appointed Mr John Withers, Plumpton, to be official liquidator. Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

**SAFETY BLASTING POWDER COMPANY, LIMITED.**—Kay, J., has, by an order dated May 28, appointed George Groom, 11A, Wortmoad st, to be official liquidator. Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims to the above. Wednesday, June 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, June 8.]

STANNARIES OF CORNWALL.

UNLIMITED IN CHANCERY.

**WEST DEVON GREAT CONSOLES MINING COMPANY.**—Petition for winding up, presented June 2, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Wednesday, June 16, at 12. Hodge and Co, Truro, solicitors for the petitioner.

[Gazette, June 8.]

FRIENDLY SOCIETIES DISSOLVED.

**CLAREMONT MUTUAL BENEFIT SOCIETY,** Evelyn st, Stanley rd, Liverpool. June 1

[Gazette, June 4.]

SUSPENDED FOR THREE MONTHS.

**EARL OF OXFORD FAMILY BURIAL SOCIETY,** Imperial Wreath, Lever st, Piccadilly, Manchester. June 4

**HAYDO FRIENDLY SOCIETY,** National School, Haydon, Grantham, Lincoln. June 3

**FAIR MAIDS OF TAUNTON DEAN OF THE LOYAL INDEPENDENT ORDER OF ANCIENT SHEPHERDESSES' FRIENDLY SOCIETY,** Coffee Tavern, Paul st, Taunton. June 4

**ROYAL UNION RAILWAY LODGE, GRAND UNITED ORDER OF ODDFELLOWS, Globe Inn, Conington, Chester. June 4**

[Gazette, June 8.]

## CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.  
LAST DAY OF CLAIM.

**ADDINGTON, SAMUEL,** St. Martin's lane, Gent. June 30. Hughes and Beadles, Bedford row

**ADIE, FRANCES,** West 1, Colindale, Stafford. July 1. Holmes, King st, Cheapside

**BALSTER, WILLIAM HALL,** Fulchers, Little Missenden, Buckingham, Gent. July 10. Clarke, High Wycombe

**BARCLAY, JEMIMA STEVART,** Gordon villas, Edmonton. June 25. Booker, Edmonton

**BATEMAN, WILLIAM HENRY,** Birmingham, Cabinet Maker. July 10. Eaden, Birmingham

**BUCKMASTER, SARAH,** Piccadilly. June 30. Rogers and Co, Westminster chhrs, Victoria st

**BURGESS, JOSEPH,** Cam, Kimbolton, Hereford, Farmer. June 20. Green Smith, Leominster

**CHAMBERLAIN, ANNE,** Crystal Palace Park, Sydenham. June 24. Coaks and Co, Norwich

**COMPTON, WALTER,** Gmyrie, Queensland, Articled Clerk. July 20. Eldridge and Sons, Newport, Isle of Wight

**CHAGO, NANCY,** Bradford, York. June 28. Watson and Dickons, Bradford

**DEWSBERRY, THOMAS ASBURY,** Blackfriars rd, Licensed Victualler. July 10. Gamlen and Co, Gray's inn sq

**DUNFIELD, JAMES,** Leeds, Tailor. July 5. Dunn and French, Leeds

**ELLIS, SAMUEL,** Lymington, Devon, Tea Merchant. June 24. Tarn, Philip st lane

**FALL, JOHN,** Scarborough, York, Picture Dealer. June 21. Shitley, and Donner, Scarborough

**FARRER, WILLIAM,** Whitburrow Lodge, nr Grange-over-Sands, Esq. July 1. Hartley, Colne

**FIELDING, ELIZA ALICE,** Sheffield. July 12. Bramley, Sheffield

**FIRTH, JOHN HOYLE,** Upton, nr Macclesfield, Gent. July 1. Mair and Co, Macclesfield

**GILBERT, JAMES,** Yardley, Worcester, Auctioneer. July 10. Eaden, Birmingham

**GOODWIN, CHARLOTTE ELIZABETH,** Lancaster villas, Tottenham. June 30. Conyns, Gt Winchester st

**HACKETT, JAMES,** Lesbotaux, St. David, Isle of Tobago, West Indies. July 1. Stevens, Queen Victoria st

**HEARLE, THOMAS,** Portsmouth, Licensed Victualler. June 24. Emmet and Co, Bloomsbury sq

**HOCKENHULL, JOHN,** Sale, Cheshire, Gent. July 8. Diggles and Ogden, Manchester

**KNOWLES, MARK,** Oaken, nr Wolverhampton, Gent. July 30. Flewker and Page, Wolverhampton

**LEWIS, BENJAMIN LODER,** Weybridge, Esq. July 20. Hemsley and Hemsley, Albany court yd, Piccadilly

**LOXTON, ELIZABETH,** Stocksbridge, York. June 30. Neve, St. Leonard's on Sea

**MANFORD, FRANCIS WOODROW,** Newcastle on Tyne, Physician. July 31. Tugle-dow and Daggett, Newcastle on Tyne

**MARPLETON, FREDERICK MADDAN MATTLAND,** Cawnpore, India, Lieutenant 88th Foot. July 20. Eldridge and Sons, Newport, Isle of Wight

**MOILLET, THEODORE,** Hawkhurst, Kent, Esq. June 30. Ryland and Co, Birmingham

**MORT, JAMES,** Daresbury, Chester, Farmer. July 5. Davies and Co, Warrington

**NOAKES, JAMES,** Hastings, Sussex, Gent. June 28. Phillips and Chessman, Hastings

**OLIVER, FRANCIS,** Lewisham rd, Lewisham, Gent. July 31. Bristow, Greenwich

**PATERSON, SOPHIA,** Stamford hill. June 22. Hubbard and Co, Cannon st

**PALACE, EMILY,** Speen, Berkshire. June 30. Grenside, Chantery lane

**POOLE, THOMAS,** Rodborough, Gloucester, Iron Founder. July 31. Witchell, Stroud

**RUTTER, ELIZABETH,** Small Heath, Warwick. June 24. Blewitt and Reynolds, Birmingham

**SHIREBEE, ELLEN ELIZABETH,** Boscobel place, Marylebone. June 16. Wilkins and Co, Gresham house

**SMITH, HENRY,** Northiam, Sussex, Butcher. July 5. Philcox, Burwash

**SUTCLIFFE, ROBERT,** Idle, York, Manufacturer. July 1. Robinson and Co, Bradford

**TAYLOR, RICHARD,** Liverpool, Merchant. June 25. Collins and Co, Liverpool

**TOWNE, RICHARD,** Ormonde ter, Regent's Park, Esq. June 17. Glynes and Co, Mark lane

**WILSON, THOMAS,** Llandudno, Carnarvon, Gent. June 20. Tyrer and Co, Liverpool

**WISE, MARGARET,** Settle, York. June 25. Clayton and Wilson, Ashton under lyde

**WOOLLY, HENRY EDWARD,** Blonfield, Norfolk, Merchant. June 28. Cozens-Hardy, Norwich

[Gazette, May 25.]

**AYRES, MARY ANN PITMAN,** Woodend, Blakesley, Northampton. June 28. Greville, Towcester

**BALSTER, ELIZABETH,** Fulchers, Little Missenden, Buckingham. July 19. Clarke High Wycombe

**BLAKEET, JOHN AMBROSE,** Blackwell, nr Darlington, Gent. June 22. Stevenson Darlington

**BATESON, ROGER,** Matchhead, nr Garstang, Lancaster, Paper Manufacturer. June 21. Smith, Hyde

**BATTERBEE, WILLIAM RANSOM,** Green lanes, Finsbury pt, Gent. July 1. Weightman, Guildhall chhrs, Basinghall st

**BIGG, SMITH HENRY,** Swallowfield, Nuthurst, Sussex, Gent. July 16. Lee and Co, St Paul's churchyard

**CORBOLD, THOMAS SPENCER,** Portedown rd, Paddington, Doctor of Medicine. July 1. Horton, Edgware rd, Paddington

**DOUGLAS-WILLAN, THOMAS WILLAN,** Maison Villas, Richmond, Esq. July 1 Ravenscroft and Co, John st, Bedford row

**DOUTHWAITE, WILLIAM,** Whitby, York, Licensed Victualler. July 20. Wood-work and White, Whitby

**EASTOP, MARTHA,** Akerman rd, Brixton. July 3. Ward, A undel st, Strand

**EDWARDS, EDWARD,** Brighton, Gent. June 24. Clarke and Howlett, Brighton

**ERNE, the Right Hon JOHN,** Earl of, K.P. July 13. Barnes and Bernard Finsbury circus

**EVERLEY, ANGELOINA,** Bath. June 24. Timmins, Bath

**EWEN, EDWARD THOMAS,** Jermyn st, St James', Gent. July 8. Scamas and Co Lincoln's inn fields

**FREEMAN, ROBERT,** Eastbourne, Sussex, Gent. June 30. Woodhouse, Hull

**HINDLE, ELEANOR,** Blackburn, Lancashire. June 30. Wilding and Son, Blackburn

**ILLINGWORTH, HENRY, jun,** Bradford, York, Solicitor. Aug 1. Killick and Co Bradford

**LASKIE, JOHN THOMPSON,** Belfast, Colony of Victoria, Auctioneer. June 28 Foster, Birchin lane

**LEWIS, ALEXANDER,** Bristol. June 28. Benson and Carpenter, Bristol

**MASTERS, ALBERT,** Draycott, Somerset, Yeoman. June 24. Webster and Smith Axbridge

**MASTERS, HENRY,** Clifton, Bristol, Architect. Aug 1. Jacques and Co, Bristol

**MENDES, ELIZA,** Dover. July 1. Mead and Daubeny, King's Bench walk, Temple

**MILLARD, RICHARD,** Stockton on Tees, Marine Engineer. June 10. Thomas Stockton on Tees

**MORLEY, THOMAS,** Kensal rd, Westbourne park, Builder. July 1. Darley and Cumberland, John st, Bedford row

**MORRIS, JOHN SMITH,** Thornegrove, Wilmslow, Chester, Oil Merchant. June 28 Needham and Co, Manchester

**PARSONS, FREDERICK,** Leichardt, near Sydney, New South Wales, Gent. July 1 Darley and Cumberland, John st, Bedford row

**PARSON, EDMUND,** Accrington, Lancaster, of no occupation. July 26. Sanderton, Accrington

**PERFYS, LOUISA ELEANOR ANNE,** Lowndes st, Belgrave sq. June 28. Lemas and Co, Lincoln's inn fields

**RICHARDS, SUSANNA,** Sutton, Surrey. July 10. Hollans and Co, Mincing lane

**RYDER, THOMAS DUDLEY,** Manchester, Barrister at Law. July 8. Davidson and Co, Spring gds

**SENIOR, JULIA,** Hill st, Berkeley sq. July 1. Horton, Edgware rd

**SMUT, JOSEPH,** South Audley st, Grosvenor sq, Butcher. July 12. Christmas, Canon st

**SOREY, ELIZABETH,** Exeter. Aug 4. Campion, Exeter

**THOMPSON, WILLIAM,** West Hartlepool, Durham, Sawyer. June 12. Fryer, West Hartlepool

**TOMLINSON, JOHN,** Burton on Trent, Innkeeper. June 28. Taylor, Burton on Trent

**TOWNE, RICHARD,** Ormonde ter, Regent's park, Esq. June 17. Glynes and Co Mark lane

WALLIN, JANE, Ashton upon Ribble, Preston, Lancaster. June 23. Forshaw and Parker, Preston.  
WINK, WILLIAM, Malvern, Hotel Keeper. June 18. Lambert, Great Malvern [Gazette, May 28.]

## SALES OF ENSUING WEEK.

June 16 and 17.—Messrs FULLER, HORSEY, SONS, & CASELL, at the Mart, at 2 p.m., Freehold Ground-rents (see advertisement, May 29, p. 4).  
June 18.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 5, p. 2).

**FEE, TWO GUINEAS**, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

**FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM**: No Deposit; 1, 2, or 5 years; 30 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.]

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

FRIDAY, June 4, 1886.

## RECEIVING ORDERS.

Aveline, John Henry, Reading, Corn Merchant. Reading. Pet May 29. Ord May 29. Exam June 17 at 2 at Assize Courts, Reading.  
Bawden, Cornelius, Bygrove st, Poplar, Builder. High Court. Pet May 11. Ord June 1. Exam July 14 at 11.30 at 34, Lincoln's inn fields.  
Bellamy, Nathan, Burnett, Leicester, Builder. Leicester. Pet May 29. Ord May 31. Exam June 9 at 10.  
Bundell, G. T., Emmet st, Limehouse, Engineer. High Court. Pet May 6. Ord June 2. Exam July 14 at 11.30 at 34, Lincoln's inn fields.  
Burrows, George, Cheltenham, out of occupation. Cheltenham. Pet May 19. Ord June 1. Exam June 29 at 12.  
Bush, Henry Caleb, Birmingham, Iron Merchant. Birmingham. Pet June 2. Ord June 2. Exam June 29 at 2.  
Collingbourne, Edwin, Horsforth, Yorks, Twine Merchant. Leeds. Pet June 2. Ord June 2. Exam June 29 at 11.  
Cooper, William, and John Shaw, New Radford, Nottingham, General Machinists. Nottingham. Pet June 1. Ord June 1. Exam June 29.  
Coward, James, Cartmel Fell, Lancashire, Innkeeper. Kendal. Pet May 31. Ord May 31. Exam July 3 at 12 at Court house, Townhall, Kendal.  
Davies, David, Liverpool, Woollen Warehouseman. Liverpool. Pet May 31. Ord May 31. Exam June 10 at 11 at Court house, Government bldgs, Victoria st, Liverpool.  
Davies, James, Norton, nr Bromyard, Herefordshire, out of occupation. Worcester. Pet June 2. Ord June 2. Exam June 16 at 11.30.  
Goffrey, Charles, Denmark Hill, Vocalist. High Court. Pet May 6. Ord June 2. Exam July 16 at 11.30 at 34, Lincoln's inn fields.  
Goodhall, Charles Frederick, Cheltenham, Grocer. Cheltenham. Pet May 14. Ord June 1. Exam June 29 at 12.  
Hardy, William, Stockton on Tees, Engine Fitter. Stockton on Tees and Middlesbrough. Pet May 31. Ord May 31. Exam June 9.  
Hayne, Robert, Braintree, Essex, Innkeeper. Chelmsford. Pet May 28. Ord May 28. Exam June 7 at 12 at Shirehall, Chelmsford.  
Hext, Thomas, East Stonehouse, Wheelwright. East Stonehouse. Pet May 31. Ord May 31. Exam June 28 at 11.  
Higgs, William, Wolverhampton, Solicitor. Wolverhampton. Pet May 23. Ord June 1. Exam June 29.  
Hodgson, George Thurlay, Beverley, out of business. Kingston upon Hull. Pet June 1. Ord June 1. Exam June 29 at 2 at Court house, Townhall, Hull.  
Hyman, Harris, Liverpool, Cigar Dealer. Liverpool. Pet May 31. Ord May 31. Exam June 10 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool.  
Jones, William, Garston, Lancashire, Draper. Liverpool. Pet May 31. Ord May 31. Exam June 10 at 12 at Court house, Government bldgs, Victoria st, Liverpool.  
Leslie, Charles Radcliffe Aloysius, Slindon, Sussex, Gentleman. Brighton. Pet May 29. Ord May 29. Exam June 24 at 11.  
Mason, James Edward, New Cleve, Lancashire, Painter. Gt Grimsby. Pet June 1. Ord June 1. Exam June 23 at 11 at Townhall, Gt Grimsby.  
Millard, Dinah, Corsham, Wilts, Widow. Bath. Pet June 1. Ord June 1. Exam June 17 at 11.30.  
Morgan, John Thomas, Tenby, Tailor. Pembroke Dock. Pet May 31. Ord May 31. Exam June 9 at 11.30 at Temperance Hall, Pembroke Dock.  
Neale, John Samuel, Hertford, China Dealer. Hertford. Pet May 31. Ord May 31. Exam June 30 at 12.  
Nelson, Joseph Jacob, and John Nelson, Blyth, Northumberland, Chemists. Newcastle on Tyne. Pet June 1. Ord June 1. Exam June 15 at 11.  
Owens, David John, Pentre, Glamorganshire, Grocer. Pontypridd. Pet June 1. Ord June 1. Exam June 22 at 2.  
Padmore, Arthur Albert, Littleborough, Lancashire, Clerk in Charge. Oldham. Pet June 1. Ord June 1. Exam July 13 at 11.30.  
Page, Thomas Andrew, South Streatham, Fishmonger. Wandsworth. Pet May 31. Ord May 31. Exam June 24.  
Parrett, Samuel, Broad Chalke, nr Salisbury, Farmer. Salisbury. Pet June 1. Ord June 1. Exam July 9 at 2.  
Parrish, Henry, Hanley, Commission Agent. Hanley, Burslem, and Tunstall. Pet June 1. Ord June 1. Exam June 25 at 11 at Townhall, Hanley.  
Payne, John Christopher, and Frank White, East Retford, Nottinghamshire, Auctioneers. Lincoln. Pet May 31. Ord May 31. Exam June 24 at 2.30.  
Reed, John, Bridlington, Yorks, Boot Dealer. Scarborough. Pet June 1. Ord June 1. Exam June 15 at 9.  
Rooke, George, and George Ambrose Rooke, Evering rd, Stoke Newington, Importers of Fancy Goods. High Court. Pet June 2. Ord June 2. Exam July 13 at 11.30 at 34, Lincoln's inn fields.  
Shove, Francis Cobbett, London st, Greenwich, Corn Dealer. Greenwich. Pet June 2. Ord June 2. Exam July 9 at 1.  
Smith, Edward, Chespiade, Fancy Goods Dealer. High Court. Pet June 2. Ord June 2. Exam July 13 at 11.30 at 34, Lincoln's inn fields.  
Edmonson, Henry, sen, Shorne, Kent, Farmer. Rochester. Pet June 1. Ord June 2. Exam June 24 at 2.  
Sprake, John, St Just in Roseland, Cornwall, Coal Merchant. Truro. Pet May 29. Ord May 29. Exam June 17 at 11.  
Thomas, Thomas Christopher, Mountain Ash, Glamorganshire, Bootmaker. Aberdare. Pet June 1. Ord June 1. Exam June 30 at 10 at Temperance Hall, Aberdare.  
Tibb, Lewis Backeridge, Bishopstoke, Bootmaker. Southampton. Pet June 2. Ord June 2. Exam June 16 at 12.

Whittle, Robert, Barrow in Furness, Outfitter. Ulverston and Barrow in Furness. Pet May 17. Ord May 31. Exam June 23 at 2.45 at Townhall, Barrow in Furness.  
Williams, Elias, Chester, Draper. Chester. Pet June 2. Ord June 2. Exam June 24 at County Court Offices, Chester.  
Willson and Co, Brighton, Livery Stable Proprietors. Brighton. Pet May 29. Ord June 2. Exam June 24 at 11.

## FIRST MEETINGS.

Ayshford, William, Waltham green, Fulham, Coach Builder. June 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Bellamy, Nathan Burnett, Leicester, Builder. June 11 at 3. 28, Friar lane, Leicester.  
Bowden, William Handcock, Gt. Yarmouth, Draper. June 12 at 12. Official Receiver, 8, King st, Norwich.  
Burrows, George, Cheltenham, out of occupation. June 11 at 3. County Court, Cheltenham.  
Crossley, Samuel, Leeds, Boot Dealer. June 11 at 11. St. Andrew's chbrs, 22, Park row, Leeds.  
Dardelle, Alexis, Acton, Professor of French. June 16 at 11. 28 and 29, St. Swithin's lane.  
Davies, James, Norton, nr Bromyard, Herefordshire, out of occupation. June 16 at 11. Official Receiver, Worcester.  
Davies, Leigh T., Birkenhead, Grocer. June 11 at 1.30. Official Receiver, 48, Hamilton sq, Birkenhead.  
Ellis, Reuben, Upper Armley, nr Leeds, Mill Furnisher. June 11 at 12. St. Andrew's chbrs, 22, Park row, Leeds.  
Ford, George Gardiner, Hereford, Baker. June 25 at 10. Official Receiver, 2, Offa st, Hereford.  
Gillam, Thomas, Ludlow, Salop, Grocer. June 24 at 10.15. Oak Hotel, Leominster.  
Goodall, Charles Frederick, Cheltenham, Grocer. June 11 at 2. County Court, Cheltenham.  
Hall, Thomas, Leicester, Tobaccoconist. June 11 at 3. Official Receiver, 28, Friar lane, Leicester.  
Harding, Thomas, Norfolk ter, Bayswater, Furniture Dealer. June 11 at 2. 33, Carey st, Lincoln's inn fields.  
Harrison, Henry, Birmingham, Cabinet Maker. June 11 at 11. Official Receiver, Birmingham.  
Harrison, Rowland Ross, Glasshouse st, Regent st, Restaurant Keeper. June 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Hext, Thomas, East Stonehouse, Wheelwright. June 14 at 11. Official Receiver, 18, Frankfort st, Plymouth.  
Hodgson, George Thurlay, Beverley, out of business. June 21 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull.  
Hodson, Morris, Nottingham, out of business. June 11 at 12. Official Receiver, 1, High pavement, Nottingham.  
Jones, Mary Ann, Chapel rd, Ealing, Widow. June 17 at 11. 28 and 29, St. Swithin's lane.  
Jones, Evan, Old Radnor, Radnorshire, Farmer. June 24 at 10. Oak Hotel, Leominster.  
Kirtou, Richard Gervase, Kennington park rd, Commission Agent. June 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Knight, Thomas, Oldbury, Worcestershire, Licensed Victualler. June 25 at 10.45. Court House, Oldbury.  
Lester, Percy, Cambridge rd, Kilburn, Jeweller. June 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Marchant, Robert Mudge, Canonbury, Engineer. June 11 at 2. 33, Carey st, Lincoln's inn fields.  
Morgan, John Thomas, Tenby, Tailor. June 12 at 11. Official Receiver, 11, Quay st, Carmarthen.  
Nelson, Joseph Jacob, and John Nelson, Blyth, Northumberland, Chemists. June 15 at 2. Official Receiver, Pink lane, Newcastle on Tyne.  
Pappa, D. G., Upper George st, Bryanston sq, Gent. June 11 at 11. 33, Carey st, Lincoln's inn fields.  
Parrett, Samuel, Broad Chalke, nr Salisbury, Farmer. June 15 at 3. Official Receiver, Salisbury.  
Potter, Martin, Fay Gate, Sussex, Grocer's Assistant. June 11 at 3. Official Receiver, 28, Bond st, Brighton.  
Purslow, Jonathan Edwin, West Bromwich, Staffs, Greengrocer. June 21 at 10.30. Court House, Oldbury.  
Reardon, Thomas, and John Williams, Southwark, Fruit Salesmen. June 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Reed, John, Bridlington, Yorks, Boot Dealer. June 11 at 11.30. Official Receiver, 74, Newborough st, Scarborough.  
Smith, Henry, Eastbourne, Builder. June 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Solomon, Henry, sen, Shorne, Kent, Farmer. June 16 at 11.30. Official Receiver, Eastgate, Rochester.  
Sorbie, Frederick, King's rd, Chelsea, Auctioneer. June 11 at 12. 33, Carey st, Lincoln's inn fields.  
Tatnell, William, High st, Lower Norwood, Grocer. June 16 at 2. 33, Carey st, Lincoln's inn fields.  
Trevelyan, H. A., Stanford rd, South Kensington, Gent. June 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Turner, Edward B., Jeffrey's sq, Commission Agent. June 16 at 12. 33, Carey st, Lincoln's inn fields.  
Turner, Elizabeth Sarah, Falmouth, Grocer. June 11 at 11.30. Official Receiver, Boscawen st, Truro.  
Whittle, Robert, Barrow in Furness, Outfitter. June 23 at 12. Official Receiver, 2, Paxton ter, Barrow in Furness.  
Wilkinson, Henry, Birkenhead, Coal Dealer. June 11 at 1. Official Receiver, 48, Hamilton sq, Birkenhead.  
Williams, Edward, Abingdon, Berks, Builder. June 19 at 11.30. Official Receiver, 1, St. Aldate's, Oxford.  
Windle, Conrad, Bradford, Watchmaker. June 11 at 12. Official Receiver, 31, Manor row, Bradford.

## ADJUDICATIONS.

Adams, William, Nottingham, Painter. Nottingham. Pet May 17. Ord June 1.  
Birch, William Frederick, Birmingham, Dentist. Birmingham. Pet Apr 22. Ord June 1.  
Chresson, George, sen, and George Chresson, jun, Eglingham, Northumberland, Farmers. Newcastle on Tyne. Pet May 20. Ord June 2.  
Clapp, William John, Nantyglo, Mon, Surgeon. Tredegar. Pet Mar 5. Ord June 2.  
Clinch, Charles, Rumboldswyke, Sussex, Licensed Victualler. Brighton. Pet May 24. Ord May 31.  
Cooper, William, and John Shaw, Nottingham, Machinists. Nottingham. Pet June 1. Ord June 2.  
Dardelle, Alexis, Acton, Professor of French. Brentford. Pet May 20. Ord June 1.  
Davies, David, Liverpool, Woollen Warehouseman. Liverpool. Pet May 31. Ord May 31.  
Davies, James, Norton, nr Bromyard, Herefordshire, no occupation. Worcester. Pet June 2. Ord June 2.  
Davies, William, Wolstanton, Staffs, Farmer. Hanley, Burslem, and Tunstall. Pet Apr 30. Ord May 24.  
Davis, Levi, Rushall, Staffs, Grocer. Walsall. Pet May 27. Ord May 31.  
Daw, George Henry, Threadneedle st, Gunmaker. High Court. Pet Apr 2. Ord May 31.

Dawson, Ellis, R. May 31.  
Ellis, R. May 31.  
Ellis, R. May 31.  
Evans, J. May 31.  
Freeman, J. May 31.  
Green, J. May 31.  
Griffiths, J. May 31.  
Grinoy, J. May 31.  
Hallam, J. May 31.  
Hardy, J. May 31.  
Harvey, J. May 31.  
Higgins, J. May 31.  
Hodgson, J. May 31.  
Hunt, J. May 31.  
James, J. May 31.  
Jones, J. May 31.  
Lawson, J. May 31.  
Lewis, J. May 31.  
May, J. May 31.  
Manton, J. May 31.  
Mantou, J. May 31.  
Marshall, J. May 31.  
Mellor, J. May 31.  
Oakley, J. May 31.  
Oelrichs, J. May 31.  
Wands, J. May 31.  
Office, J. May 31.  
Palmore, J. May 31.  
Parrish, J. May 31.  
Potter, J. May 31.  
P. d. May 31.  
Shove, J. May 31.  
Stanley, J. May 31.  
P. d. May 31.  
Thomas, J. May 31.  
Turner, J. May 31.  
Ward, J. May 31.  
Whittle, J. May 31.  
Wilkinson, J. May 31.  
Wakelam, J. May 31.  
Adams, J. May 31.  
Middles, J. May 31.  
Allison, J. May 31.  
Borow, J. May 31.  
Beale, J. May 31.  
Beal, J. May 31.  
Blewitt, J. May 31.  
Chappell, J. May 31.  
Chilwell, J. May 31.  
Clifton, J. May 31.  
Coles, J. May 31.  
Cottel, J. May 31.  
Coward, J. May 31.  
Working, J. May 31.  
Davies, J. May 31.  
Day, J. May 31.  
Ellington, J. May 31.  
Embra, J. May 31.  
Gambrell, J. May 31.  
Gerhold, J. May 31.  
Greaves, J. May 31.  
Griffiths, J. May 31.  
Harris, J. May 31.  
Idie, J. May 31.  
Johnson, J. May 31.  
Jones, J. May 31.  
Ker, J. May 31.



Dawson, William, Stockport, Machinist. Stockport. Pet May 25. Ord June 2.  
 Ellis, Reuben, Arley, nr Leeds, Mill Furnisher. Leeds. Pet May 29. Ord May 31.  
 Ellis, Richard, Scarborough, Sailmaker. Scarborough. Pet May 21. Ord June 2.  
 Evans, Thomas Mills, Hart st, Mark lane, Engraver. High Court. Pet May 5. Ord June 1.  
 Freeman, Thomas, West Bromwich, Staffs, Baker. Oldbury. Pet May 28. Ord June 2.  
 Green, Frederick John, Greenwich, Solicitor. Greenwich. Pet Apr 16. Ord June 1.  
 Griffiths, John, Longdon, nr Tewkesbury, Farmer. Worcester. Pet May 11. Ord June 2.  
 Grinyer, Walter, Brookville rd, Fulham, Builder. High Court. Pet Apr 11. Ord May 31.  
 Hallam, Thomas, Chesterfield, Grocer. Chesterfield. Pet May 7. Ord May 31.  
 Hardy, William, Stockton on Tees, Engine Fitter. Stockton Tees and Middlesborough. Pet May 31. Ord May 31.  
 Harvey, George, Queen Victoria st, Potato Salesman. High Court. Pet May 3. Ord May 31.  
 Higginson, Samuel Shorland, Liverpool, Meal Merchant. Liverpool. Pet May 8. Ord June 1.  
 Hodgson, George Thurlay, Beverley, Yorks, out of business. Kingston upon Hull. Pet June 1. Ord June 1.  
 Huntington, William, Penzance, Confectioner. Truro. Pet May 2. Ord May 29.  
 Jones, Thomas, Maentwrog, Merionethshire, Farmer. Ban. or. Pet May 3. Ord June 2.  
 Lawson, Edward Gilbert, Shakespeare r.l, Horne hill, Clerk in Savings Bank. High Court. Pet May 6. Ord June 1.  
 Lewis, James, Briton ferry, Glamorganshire, Licensed Victualler. Neath. Pet May 17. Ord June 1.  
 Lucia, Georgiana, Bury St. Edmunds, Wine Merchant. Bury St. Edmunds. Pet Apr 6. Ord May 31.  
 Manton, Henry, Birmingham, Furniture Dealer. Birmingham. Pet Apr 29. Ord June 2.  
 Marshall, William, Wallsend, Northumberland, Builder. Newcastle on Tyne. Pet May 19. Ord June 2.  
 Millard, Dinah, Corsham, Wilts, Widow. Bath. Pet June 1. Ord June 1.  
 Mottet, Hector, York, Horse Dealer. York. Pet May 6. Ord May 29.  
 Oakley, William, Birmingham, Woollen Draper. Birmingham. Pet Apr 30. Ord June 2.  
 Oelrichs, Jesse Edith, Broderick rd, Wandsworth common, a Divorced Woman. Wandsworth. Pet Apr 1. Ord June 1.  
 Office, Samuel Brett, Wells rd, Sydenham, Gent. Greenwich. Pet Apr 20. Ord June 1.  
 Padmore, Arthur Albert, Littleborough, Clerk in charge. Oldham. Pet June 1. Ord June 1.  
 Parrish, Henry, Hanley, Commission Agent. Hanley, Eurslem, and Tunstall. Pet June 1. Ord June 1.  
 Potter, Marten, Fay Gate, Sussex, Grocer's Assistant. Brighton. Pet May 21. Ord May 31.  
 Shore, Francis Cobbett, London st, Greenwich, Corn Dealer. Greenwich. Pet June 2. Ord June 2.  
 Stanley, John Albert, Leamington, Veterinary Surgeon's Assistant. Warwick. Pet May 19. Ord June 2.  
 Thomas, Thomas Christopher, Mountain Ash, Bootmaker. Aberdare. Pet June 1. Ord June 1.  
 Turner, Elizabeth Sarah, Falmouth, Grocer. Truro. Pet May 28. Ord June 2.  
 Ward, Walter, Bramley rd, Notting hill, Draper. High Court. Pet Mar 27. Ord May 31.  
 Whittle, Robert, Barrow in Furness, Outfitter. Ulverston and Barrow in Furness. Pet May 17. Ord May 31.  
 Wilkinson, Henry, Birkenhead, Coal Dealer. Birkenhead. Pet May 28. Ord June 1.

## ADJUDICATION ANNULLED.

Wakelam, William, Willenhall, Staffordshire, Lock Manufacturer. Wolverhampton. Adjud Mar 22. Annul June 1.

## TUESDAY, June 8, 1886.

## RECEIVING ORDERS.

Adams n. William Thomas, Stockton on Tees, Joiner. Stockton on Tees and Middlesborough. Pet June 3. Ord June 3. Exam June 16.  
 Allison, William, Darlington, Clock Jobber. Stockton on Tees and Middlesborough. Pet June 2. Ord June 2. Exam June 16.  
 Beale, Bernard Griffin, Union grove, Clapham, Gent. Wandsworth. Pet May 3. Ord June 3. Exam July 7.  
 Bird, Thomas, Gt Bridge, Staffordshire, Beerhouse Keeper. Oldbury. Pet June 2. Ord June 2. Exam June 28.  
 Biewitt, Byron, Leadenhall st, Surgeon. High Court. Pet June 4. Ord June 4. Exam July 21 at 11.30 at 34, Lincoln's inn fields.  
 Chappell, Thomas, Bournemouth, Builder. Poole. Pet May 18. Ord June 4. Exam July 7 at 12 at Townhall, Poole.  
 Chilwell, John, Liversmore, Polsworth. Warwickshire, Farmer. Birmingham. Pet June 7. Ord June 7. Exam July 7 at 2.  
 Clifton, Alfred, Birmingham, Boot Dealer. Birmingham. Pet June 4. Ord June 4. Exam July 2 at 2.  
 Coles, William, and Walter Coles, Mangotsfield, Gloucestershire, Shoe Manufacturers. Bristol. Pet June 3. Ord June 3. Exam July 9 at 12 at Guildhall, Bristol.  
 Cottel, Samuel, Newport, Mon., Engineer. Newport, Mon. Pet June 4. Ord June 4. Exam June 16 at 11.  
 Coward, James, Worthington, Cumberland, Innkeeper. Cockermouth and Worthington. Pet June 3. Ord June 4. Exam June 21 at 4 at Court house, Cockermouth.  
 Davies, Edward, St Nicholas, Glamorganshire, Wheelwright. Cardiff. Pet June 2. Ord June 2. Exam July 5 at 2.  
 Day, George Hasted, Brighton, House Agent. Brighton. Pet June 3. Ord June 3. Exam June 24 at 11.  
 Elington, William, St Neots, Publican. Bedford. Pet June 4. Ord June 4. Exam July 9.  
 Embra, Thomas, Henley in Arden, Warwickshire, Baker. Warwick. Pet June 5. Ord June 5. Exam July 13.  
 Gambrell, Thomas Boys, Petham, Kent, out of business. Canterbury. Pet May 18. Ord June 4. Exam June 18.  
 Gerhold, Henry, Cumberland Market, Regent's Park, French Cabinet Manufacturer. High Court. Pet June 3. Ord June 2. Exam July 16 at 11.30 at 34, Lincoln's inn fields.  
 Greaves, John, Oldham, Licensed Victualler. Oldham. Pet May 24. Ord June 4. Exam July 18 at 12.  
 Griffiths, Joseph, Oldbury, Worcester, Licensed Victualler. Oldbury. Pet June 2. Ord June 2. Exam June 28.  
 Harris, Morris, Birmingham, Traveller. Birmingham. Pet June 3. Ord June 3. Exam June 4. Exam June 22.  
 Johnson, George, Nottingham, Picture Frame Maker. Nottingham. Pet June 5. Ord June 5. Exam June 23.  
 Jones, William Lewis, Porth, Glamorganshire, Jeweller. Pontypriid. Pet June 3. Ord June 4. Exam June 29 at 2.  
 Ker, the Hon Charles Jones, Charles st, Berkeley sq. High Court. Pet Apr 17. Ord June 4. Exam July 19 at 11.30 at 34, Lincoln's inn fields.

Kirkwood, Esther, North Shields, Draper. Newcastle on Tyne. Pet June 4. Ord June 4. Exam June 17 at 11.  
 Kitchen, Edmund, Skelton, nr Kendal, Farmer. Kendal. Pet June 4. Ord June 4. Exam July 3 at 11 at Court house, Townhall, Kendal.  
 Lambert, John, Fighting Cocks, Durham, Hotel Proprietor. Stockton on Tees and Middlesborough. Pet June 2. Ord June 2. Exam June 16.  
 Lewis, Abraham, Redman's rd, Mile End, Traveller. High Court. Pet June 3. Ord June 3. Exam July 6 at 12 at 34, Lincoln's inn fields.  
 Lockwood, Robinson, Chancery lane, Surveyor. High Court. Pet May 1. Ord May 28. Exam July 8 at 11.30 at 34, Lincoln's inn fields.  
 Markham, R. H., West Cowes, Gent. Newport and Ryde. Pet Apr 27. Ord June 2. Exam July 7.  
 Mason, Julia Harrison, Gt Ormond st, Bloomsbury, Widow. High Court. Pet May 14. Ord June 4. Exam July 19 at 11.30 at 34, Lincoln's inn fields.  
 Menzies, Robert Gleave, Manchester, Merchant. Manchester. Pet May 30. Ord June 2. Exam July 9 at 11.  
 Mills, John William, Landport, Picture Frame Maker. Portsmouth. Pet June 4. Ord June 4. Exam July 12.  
 Morgan, John, Newport, Mon, Blacksmith. Newport, Mon. Pet June 2. Ord June 3. Exam June 16 at 11.  
 Palliser, William, Doncaster rd, Barnsley, Wheelwright. Barnsley. Pet June 4. Ord June 4. Exam June 24 at 11.30.  
 Parlour, Joseph Addison, Skinnergate, Darlington, out of business. Stockton on Tees and Middlesborough. Pet June 2. Ord June 2. Exam June 16.  
 Peyton, Alexander Hampstead, Liverpool, Glass Dealer. Liverpool. Pet June 3. Ord June 3. Exam June 24 at 10 at Court house, Government bldgs, Victoria st, Liverpool.  
 Ramsay, George Graham, address unknown. High Court. Pet May 4. Ord June 3. Exam July 19 at 11.30 at 34, Lincoln's inn fields.  
 Roberts, George, Liverpool, Builder. Liverpool. Pet June 3. Ord June 3. Exam June 24 at 10 at Court house, Government bldgs, Victoria st, Liverpool.  
 Royle, Mary, Monton, nr Worsley, Lancashire, Farmer. Salford. Pet June 5. Ord June 5. Exam June 30 at 2.  
 Saunders, George, Barreton, Kent, Farmer. Canterbury. Pet June 3. Ord June 4. Exam June 18.  
 Scott, William, Newport, Mon, Boot Dealer. Newport, Mon. Pet June 3. Ord June 5. Exam June 16 at 11.30.  
 Senior, John, Osmington, nr Weymouth, Baker. Dorchester. Pet June 3. Ord June 3. Exam June 17 at 12.30 at County hall, Dorchester.  
 Sheldon, Benjamin, West Bromwich, Retail Brewer. Oldbury. Pet June 3. Ord June 3. Exam June 28.  
 Slater, Edward, High st, Homerton, Bootmaker. High Court. Pet June 3. Ord June 3. Exam July 13 at 12 at 34, Lincoln's inn fields.  
 Spencer, Thomas, Eaton Bishop, Herefordshire, Farmer. Hereford. Pet May 31. Ord June 3. Exam June 23.  
 Strange, Frederick, Tachbrook st, Plumico, Furniture Dealer. High Court. Pet June 2. Ord June 3. Exam July 13 at 11.30 at 34, Lincoln's inn fields.  
 Swanwick, Philip, Nottingham, Lace Manufacturer. Nottingham. Pet June 4. Ord June 4. Exam June 22.  
 Theobald, William, Laver de la Haye, Essex, Bootmaker. Colchester. Pet June 3. Ord June 3. Exam June 26 at 11.30 at Townhall, Colchester.  
 Thomas, John, Hatford, nr Pontypriid, Grocer. Pontypriid. Pet June 3. Ord June 3. Exam June 29 at 2.  
 Thorburn, William, Newport, Mon, Draper. Newport, Mon. Pet June 3. Ord June 5. Exam June 16 at 11.30.  
 Tower, Sidney Augustus, Albion rd, Stoke Newington, Vocalist. Edmonton. Pet June 3. Ord June 3. Exam July 9 at 1 at Court house, Edmonton.  
 Trower, Mary Anne, Strand, Widow. High Court. Pet May 17. Ord June 2. Exam July 13 at 12 at 34, Lincoln's inn fields.  
 Turner, Charles Henry, Stockton bldgs, Lincoln's inn, Barrister at Law. High Court. Pet Apr 10. Ord June 3. Exam July 13 at 11.30 at 34, Lincoln's inn fields.  
 Tytherleigh, Charles, High st, Wimbledon, Butcher. Kingston, Surrey. Pet June 2. Ord June 3. Exam July 9 at 3.30.  
 Wells, Ebenezer, Preston, Auctioneer. Brighton. Pet June 3. Ord June 3. Exam June 24 at 11.  
 Wilcock, Nathaniel George, Bath, Soda Water Machinist. Bath. Pet June 4. Ord June 4. Exam June 24 at 11.30.  
 Williams, William, son, Llanellian, nr Colwyn Bay, Denbighshire, Farmer. Bangor. Pet May 24. Ord June 4. Exam July 8 at 11 at Court house, Bangor.  
 Williams, William, jun, Llanellian, nr Colwyn Bay, Denbighshire, Farmer. Bangor. Pet May 24. Ord June 4. Exam July 8 at 11 at Court house, Bangor.  
 Winsby, John, Leyburn, Yorks, Cabinet Maker. Northallerton. Pet June 3. Ord June 3. Exam June 21 at 11.30 at Court house, Northallerton.  
 Wright, George, Heage, Derbyshire, Coal Miner. Derby. Pet June 4. Ord June 4. Exam June 19 at 10.

The following Amended Notice is substituted for that published in the London Gazette of May 23.

White, Charles, Halesowen, Worcestershire, Fruiterer. Stourbridge. Pet May 20. Ord May 30. Exam June 17 at 12.

## RECEIVING ORDER RESCINDED.

Milward, George, Lechlade, Gloucestershire, Esquire. Swindon. Receiv Ord Dec 7. Rescis June 5.

## FIRST MEETINGS.

Apelt, August Ferdinand Emil, Castle ct, Lawrence lane, Merchant. June 21 at 11. 33, Carey st, Lincoln's inn fields.  
 Atwood, Edgar, Aberystwith, Cardiganshire, Solicitor. June 17 at 1. Court House, Townhall, Aberystwith.  
 Aveline, John Henry, Reading, Corn Merchant. June 17 at 12. Queen's Hotel, Reading.  
 Bailey, Richard, Fenge, Kent, Lime Merchant. June 15 at 3. Official Receiver, 109, Victoria st, Westminster.  
 Brown, Robert, Nottingham, Grocer. June 15 at 12. Official Receiver, 1, High Pavement, Nottingham.  
 Bush, Henry Caleb, Birmingham, Iron Merchant. June 18 at 11. Luby Jesson Sharp, Official Receiver, Birmingham.  
 Chappell, Thomas, Bournemouth, Builder. June 18 at 12. Criterion Hotel, Bournemouth.  
 Coles, William, and Walter Coles, Mangotsfield, Gloucestershire, Shoe Manufacturers. June 17 at 3.30. Official Receiver, Bank chbrs, Bristol.  
 Collingbourne, Edwin, Horsforth, Yorks, Twine Merchant. June 18 at 12. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds.  
 Cooper, William, and John Shaw, New Radford, Nottingham, General Machinists. June 15 at 3. Official Receiver, 1, High Pavement, Nottingham.  
 Cottel, Samuel, Newport, Mon., Engineer. June 16 at 12.30. Official Receiver, 12, Tredgar pl, Newport, Mon.  
 Coward, James, Cartmell Fell, Lancashire, Innkeeper. July 3 at 10.45. Official Receiver, 35, Strand, London.  
 Cramp, Henry, Elmborough rd, Earl's Court, of no occupation. June 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Davies, David, Liverpool, Woollen Warehousemen. June 17 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Day, George Hasted, Brighton, House Agent. June 18 at 3. Official Receiver, 39, Bond st, Brighton.  
 Ellis, James, Willesden lane, Willesden, Surveyor. June 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Evans, Thomas, Mills, Hart st, Mark lane, Engraver. June 18 at 12. 33, Carey st, Lincoln's inn fields.  
 Farr, Arthur Richard, Brighton, Architect. June 17 at 1. Official Receiver, 39, Bond st, Brighton.

Findlay, John, Liverpool, Oil Merchant. June 17 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Glorne, Thomas Alfred, and Joseph Edward Cooker, Dewsbury, Yorks, Oil Merchants. June 17 at 3. Official Receiver, Bank chbrs, Batley.  
 Greaves, John, Oldham, Licensed Victualler. June 18 at 3. Official Receiver, Priory chbrs, Union st, Oldham.  
 Haider, Max George Charles, Hatton Garden, Diamond Merchant. June 21 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.  
 Harding, Thomas Ridout, Frensham, Surrey, Builder. June 18 at 1. Borough and County Hall, Guildford, Surrey.  
 Harvey, George, Queen Victoria st, Potato Salesman. June 18 at 11. 33, Carey st, Lincoln's inn fields.  
 Hayne, Robert, Braintree, Essex, Innkeeper. June 17 at 11. Horn Hotel, Braintree, Essex.  
 Hayes, Mary Ann, Merchant st, Bow rd, Rope Manufacturer. June 17 at 12. 33, Carey st, Lincoln's inn fields.  
 Higgs, William, Wolverhampton, Solicitor. June 22 at 12. Official Receiver, St. Peter's close, Wolverhampton.  
 Hyman, Harris, Liverpool, Cigar Dealer. June 17 at 12. Official Receiver, 35, Victoria st, Liverpool.  
 Hyman, Montague, Bow rd, Mile End, Publican's Manager. June 17 at 3. 33, Carey st, Lincoln's inn fields.  
 Johnson, John, and Thomas Atherton Johnson, Huyton, Lancashire, Printers. June 17 at 11. Official Receiver, 35, Victoria st, Liverpool.  
 Jones, William, Garston, Lancashire, Draper. June 18 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Kirkwood, Esther, North Shields, Draper. June 18 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Kloninger, Ferdinand Otto, West Melton, Yorks, Engineer. June 16 at 11. St. Andrew's chbrs, 22, Park row, Leeds.  
 Lavington, Henry, Aldbourne, Wilts, Farmer. June 21 at 1. King's Arms Hotel, Swindon.  
 Mason, Edward James, New Clee, Lincolnshire, Painter. June 23 at 1.30. Official Receiver, 3, Haven st, Great Grimsby.  
 Millard, Dinah, Corsham, Wilts, Widow. June 16 at 3.30. Official Receiver, Bank chbrs, Bristol.  
 Morgan, John, Newport, Mon, Blacksmith. June 18 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.  
 Mutton, Charles, Brighton, Lodging house Keeper. June 17 at 12. Official Receiver, 30, Bond st, Brighton.  
 Mutton, Thomas, Brighton, Hatter. Brighton. June 17 at 11. Official Receiver, 30, Bond st, Brighton.  
 Neale, John Samuel, Hertford, China Dealer. June 16 at 12. Dimsdale Arms Hotel, Hertford.  
 Page, Thomas Andrew, Bournemouth ter, South Streatham, Fishmonger. June 17 at 3. Official Receiver, 100, Victoria st, Westminster.  
 Pearson, Sarah, Darby End, nr Dudley, out of business. June 22 at 10.30. Official Receiver, Dudley.  
 Senior, John, Osmington, nr Weymouth, Baker. June 17 at 12. Antelope Hotel, Dorchester.  
 Strange, Frederick, Tachbrook st, Pimlico, Furniture Dealer. June 17 at 2.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.  
 Thomas, John, Hafod, nr Pontypridd, Grocer. June 17 at 12. Official Receiver, Merthyr Tydfil.  
 Thomas, Thomas Christopher, Mountain Ash, Glamorganshire, Bootmaker. June 15 at 12. Official Receiver, Merthyr Tydfil.  
 Tibble, Lewis Buckridge, Bishopstoke, Hampshire, Bootmaker. June 16 at 11. Official Receiver, 4, East st, Southampton.  
 Wells, Ebenezer, Preston, Auctioneer. June 16 at 12. Official Receiver, 30, Bond st, Brighton.  
 White, Charles, Halesowen, Worcestershire, Fruiterer. June 17 at 11.45. Talbot Hotel, Stourbridge.  
 Williams, Elias, Chester, Draper. June 16 at 12. Official Receiver, Ogden's chbrs, Bridge st, Manchester.  
 Wilson & Co, Brighton, Livery Stable Proprietors. June 16 at 2. Official Receiver, 30, Bond st, Brighton.  
 Wright, George, Heage, Derbyshire, Coal Miner. June 18 at 12. Official Receiver, St. James's chbrs, Derby.

The following amended notice is substituted for that published in the London Gazette of June 4.

Hext, Thomas, East Stonehouse, Wheelwright. June 15 at 11. Official Receiver, 18, Frankfort st, Plymouth.

#### ADJUDICATIONS.

Adamson, William Thomas, Stockton on Tees, Joiner. Stockton on Tees and Middlesbrough. Pet June 3. Ord June 3.  
 Allan, Joseph, Newcastle on Tyne, Baker. Newcastle on Tyne. Pet May 21. Ord June 3.  
 Allen, Ernest James, West Drayton, Schoolmaster. Windsor. Pet April 17. Ord June 3.  
 Allison, William, Darlington, Clock Jobber. Stockton on Tees and Middlesbrough. Pet June 2. Ord June 2.  
 Bousfield, Matthew, York, Whitesmith. York. Pet May 18. Ord June 2.  
 Clarke, Robert, Northampton, Shoemaker. Northampton. Pet Apr 19. Ord June 4.  
 Collingbourne, Edwin, Horsforth, Yorks, Twine Merchant. Leeds. Pet June 2. Ord June 4.  
 Coward, James, Cartmell Fell, Lancs, Innkeeper. Kendal. Pet May 31. Ord June 4.  
 Everall, Annie, Birkenhead, Milliner. Birkenhead. Pet May 17. Ord June 3.  
 Fagin, Mordecai, Liverpool, Draper. Liverpool. Pet Apr 14. Ord June 4.  
 Fleming, Edward, Halifax, Currier. Halifax. Pet May 24. Ord June 5.  
 Francis, Charles Osborne, Trammere, Architect. Birkenhead. Pet May 18. Ord June 3.

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Gower, James, Smarden, Kent, Farmer. Canterbury. Pet May 13. Ord June 4.  
 Green, Arthur Stephen, Colenso rd, Clapton, Builder. High Court. Pet Feb 23. Ord June 3.  
 Griffith, Thomas, Bangor, Grocer. Bangor. Pet May 14. Ord June 3.  
 Harris, Morris, Birmingham, Traveller. Birmingham. Pet June 3. Ord June 4.  
 Holmes, Mary Anne, George st, Portman sq, Dressmaker. High Court. Pet May 4. Ord June 2.  
 Hughes, James, Liverpool, Tailor. Liverpool. Pet May 17. Ord June 5.  
 Jones, Ann Selina, Birmingham, out of business. Birmingham. Pet Apr 20. Ord June 4.  
 Jones, Stephen, Friern rd, East Dulwich, Brick Merchant. High Court. Pet Mar 17. Ord June 4.  
 Lane, Charles, Sheriff, West Hartlepool, Timber Merchant. Sunderland. Pet Apr 29. Ord June 3.  
 Lowe, William, Newtown, Montgomeryshire, Grocer. Newtown. Pet May 18. Ord June 5.  
 Mason, Edward James, New Clee, Lincolnshire, Painter. Gt Grimsby. Pet June 1. Ord June 4.  
 Metcalf, Thomas, Cheetham, Manchester, Chemist. Manchester. Pet May 6. Ord June 3.  
 Mills, George, Gt Yarmouth, Fish Merchant. Gt Yarmouth. Pet May 22. Ord June 3.  
 Mills, John William, Landport, Picture Frame Maker. Portsmouth. Pet June 4. Ord June 4.  
 Morgan, John Thomas, Tenby, Tailor. Pembroke Dock. Pet May 31. Ord June 5.  
 Munro, Duncan, Newcastle on Tyne, Fancy Goods Dealer. Newcastle on Tyne. Pet May 18. Ord June 5.  
 Owens, David John, Pentre, Glamorganshire, Grocer. Pontypridd. Pet June 1. Ord June 5.  
 Parrett, Samuel, Broad Chalke, nr Salisbury, Farmer. Salisbury. Pet June 1. Ord June 2.  
 Pearson, Sarah, Darby End, out of business. Dudley. Pet May 14. Ord May 29.  
 Peasgood, John Francis, Gleneldon rd, Streatham, Commercial Clerk. High Court. Pet May 12. Ord June 3.  
 Pepper, Richard Burford, Mordake, Bricklayer. Wandsworth. Pet May 12. Ord June 5.  
 Phillips, Edmund, Willehall, Staffordshire, Stamper. Wolverhampton. Pet May 27. Ord June 4.  
 Robinson, George, Basinghall st, Commercial Traveller. High Court. Pet Apr 17. Exam June 4.  
 Sellers, Matthew, Banbury, out of business. Banbury. Pet May 17. Ord June 5.  
 Thomas, John, Hafod, nr Pontypridd, Grocer. Pontypridd. Pet June 3. Ord June 5.  
 Toppin, Sidney, Gateley rd, Brixton, Solicitor. High Court. Pet Mar 19. Ord June 3.  
 Tower, Sidney Augustus, Albion rd, Stoke Newington, Vocalist. Edmonton. Pet June 3. Ord June 3.  
 Wright, George, Heage, Derbyshire, Coal Miner. Derby. Pet June 4. Ord June 4.  
 Wyld, James Lomas, and Harry Blaxland, Leeds, Woollen Manufacturers. Leeds. Pet May 12. Ord June 4.

The Subscription to the SOLICITORS' JOURNAL is—Town, 28s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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### CONTENTS.

CURRENT TOPICS .....	531	Stewart v. Hunt .....	539
MORTGAGERS' COSTS .....	532	Gibbs v. Baitow .....	539
THE EVENING TAKEN BY THE CHAN-		Reg. v. Lord Mayor of London .....	539
CERY CHAMBERS COMMITTEE .....	533	BANKRUPTCY CASES:—	
REVIEWS .....	535	Re McHenry .....	539
CORRESPONDENCE .....	535	CASES AFFECTING SOLICITORS:—	
CASES OF THE WEEK:—		Re Hutchinson, Hutchinson v.	539
COURT OF APPEAL:—		Norwood .....	539
Owners of Ship "Nenuphar" v.		Re Arthur Stuart Pennington,	539
Owners of Ship "Annal Lyle" .....	533	Solicitor .....	539
"The Antho" .....	533	Re Joseph Bassett, Solicitor .....	539
Re Vicat .....	533	COUNTY COURTS .....	539
HIGH COURT OF JUSTICE:—		OBITUARY .....	539
Bell v. Denvir .....	538	SOCIETIES .....	539
Re Commercial Bank of South		LEGAL APPOINTMENTS .....	539
Australia .....	538	NEW ORDERS .....	539
Re Cowin, Cowin v. Gravett .....	538	LEGAL NEWS .....	539
Emmerson v. Ind, Coope, & Co. .....	537	COURT PAPERS .....	539
Christy v. Van Tromp .....	537	COMPANIES .....	539
Lewis v. Ramsdale .....	537	CREDITORS' CLAIMS .....	539
Robinson v. Dand .....	537	LONDON GAZETTES, &c., &c. .....	539

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